

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE Y		PAGE OF PAGES 1   26	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 01-Aug-2005		4. REQUISITION/PURCHASE REQ. NO. W33FYJ-2044-NJ53		5. PROJECT NO.(If applicable)
6. ISSUED BY ACA, FORT HOOD CONTRACTING COMMAND 761ST TANK BATTALION AVE BUILDING 1001, ROOM W103 FORT HOOD TX 76544		CODE W91151		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DEFENSE SUPPORT SERVICES LLC 555 LINCOLN DR W MARLTON NJ 08053				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W91151-04-D-0015		
				X 10B. DATED (SEE ITEM 13) 12-Aug-2004		
CODE 3VGE7		FACILITY CODE 1WL60				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 and FAR 52.243-1						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is: 1. To Exercise Option 1 under subject contract for the period 15 August 2005 to 14 August 2006; and 2. To incorporate a new mandatory Annual Manpower Reporting requirement applicable to any task order issued to provide services to any Army organization. This new requirement is hereby added as Paragraph H.6 to Section H of the contract, and an associated place-holder CLIN has been added to Schedule B of the contract.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHERYL R. CALDERON / CONTRACTING OFFICER TEL: 254-287-5762 EMAIL: sheryl.calderon@us.army.mil		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Sheryl R. Calderon</i></u> (Signature of Contracting Officer)		16C. DATE SIGNED 03-Aug-2005

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00
					<hr/>
					MAX NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

CLIN 1003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1		\$0.00	\$0.00
					<hr/>
					MAX NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

CLIN 2003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 3003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 4003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 5003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 6003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 7003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 8003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00
					<hr/>
					MAX NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

CLIN 9003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00
					<hr/>
					MAX NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 1003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 2003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 3003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 4003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 5003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 6003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 7003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 8003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 9003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0003:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-AUG-2004 TO  
14-AUG-2005

N/A

N/A  
FOB: Destination

The following Delivery Schedule item has been added to CLIN 1003:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-AUG-2005 TO  
14-AUG-2006

N/A

N/A  
FOB: Destination

The following Delivery Schedule item has been added to CLIN 2003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2006 TO 14-AUG-2007	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 3003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2007 TO 14-AUG-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2008 TO 14-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 5003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2009 TO 14-AUG-2010	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 6003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2010 TO 14-AUG-2011	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 7003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2011 TO 14-AUG-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 8003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 15-AUG-2012 TO 14-AUG-2013	N/A	N/A FOB: Destination
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The following Delivery Schedule item has been added to CLIN 9003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2013 TO 14-AUG-2014	N/A	N/A FOB: Destination	

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

### SECTION H - GENERAL

#### H.1. BASE SUPPORT

The Government will provide base support to the contractor in accordance with this provision. Failure by the contractor to comply with these provisions shall release the Government from its obligation to provide base support by the date(s) required. If warranted, and if the contractor has complied with these provisions, an equitable adjustment will be made if the Government fails to provide base support by the date(s) required.

a. Base support includes Government-controlled working space; material, equipment, vehicles, services (including automatic data processing and any Government communications systems for official business) or other support, which the Government determines can be made available at, or through, any Government installation where this contract will be performed. This support will also include Government-required physical examinations, respirator fittings, and other occupational support and training on DoD equipment where this support is available. If this support is not available through Government sources, this support will be provided through non-material reimbursable expenses line item on the Task Order (as appropriate). All Government property in the possession of the contractor, provided through base support, shall be used and managed in accordance with the Government Property clauses identified in this contract.

b. The Government installations providing the support will be identified in each individual Task Order (TO). The Government support to be furnished by each installation under this contract will be identified in each individual TO.

c. Unless otherwise stipulated in the TO, support will be provided on a no-charge-for-use basis.

d. The contractor agrees to immediately report to the Contracting Officer inadequacies, defective Government Furnished Property (GFP) or no availability of support stipulated by the TO schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it will be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities will not be purchased under this provision. When base support is required based upon the terms of the individual TO, the Contractor shall purchase items or services in accordance with the previously approved contracting/purchasing system.

#### H.2. ACCEPTANCE OF ORDERS

a. In consideration of the award of this contract, the contractor agrees to accept any TO issued in accordance with the terms and conditions of this contract. The Government reserves the unilateral right to adjust those provisions within the scope of the contract including the team complement, performance start and/or finish, as specified in the Clause entitled "Period of Performance", the estimated quantities, requirements that are within the scope of the TO,

site locations, and other support items not specifically specified herein, at the rates set forth in the schedule, of any time and material order.

b. In the event the contractor considers he is unable to perform for any reason, he shall provide the Contracting Officer notice within two working days following receipt of the TO. Failure to agree as to the inability to perform shall be a dispute within the meaning of the Disputes Clause. In the event of a dispute, the contractor shall proceed with performance of the TO, and he may submit his equitable adjustment claim under the terms of the Disputes Clause.

### H.3. LOGISTIC SUPPORT FOR CONTRACTOR PERSONNEL

a. In the Continental United States (CONUS), contractor personnel shall not be furnished Government quarters, access to military dining facilities, or other forms of logistic support except for emergency medical care, unless specifically authorized in each individual TO or individual Travel Order.

b. The Government will make available within the overseas theaters of operation, to the extent permitted by Treaty, Status of Forces Agreements, or other binding diplomatic agreements between the Government and the Host Nation, subject to the individual capability limitations of the bases, installations, and facilities therein and with approval of the respective Theater/Base Commanders, the following items of logistic support to contractor personnel:

- (1) Adequate Government quarters – this may be considered a tent.
- (2) Dining facilities
- (3) Commissary privileges (subject to the discretion of the Theater/Base Commander)
- (4) Communications
- (5) Banking
- (6) APO (subject to the discretion of the Theater/Base Commander)
- (7) Laundry
- (8) Dry Cleaning
- (9) On-base recreation
- (10) Vehicle registration
- (11) POL (subject to the discretion of the Theater/Base Commander)
- (12) Post or Base Exchange privileges (subject to the discretion of the Theater/Base Commander)
- (13) Medical and Dental facilities (subject to the discretion of the Theater/Base Commander)
- (14) Club privileges (subject to the discretion of the Theater/Base Commander)

The logistic support items made available for work performed overseas are subject to the normal charges for these facilities. It is intended that contractor personnel will utilize Government quarters when available. Contractor personnel in overseas areas are required to abide by the rules and regulations of the Commander of the area where the work is being performed. Although contractor personnel remain on TDY orders, identification cards are recommended for long term or extended tours (normally in excess of 180 days).

c. In those areas and/or instance where Logistics Support is not authorized or cannot be provided, a premium pay rate may be negotiated by the Contracting Officer, with the concurrence of the Cognizant Using Activity.

d. Refer to Technical Exhibit K for instructions regarding deployment of Contractor Personnel.

### H.4. CONTRACTOR PERFORMANCE OVERSEAS.

a. TOs, issued under the contract and directing any portion of performance to be conducted in overseas areas outside of the United States, its territories, and possessions, shall specify applicability of the Defense Base Act for those contractor employees thereby affected. Such task orders shall expressly include the additional FAR Clause 52.228-3, Worker's Compensation Insurance (Defense Base Act) (Apr 1984).

b. When the Defense Base Act applies (see 42 U.S.C. 1651, *et seq.*) to contractor employees, the benefits of the Longshoremen's and Harbor Workers' Compensation Act are extended through operation of the War Hazards Compensation Act (42 U.S.C. 1701, *et seq.*) to protect the employees against the risk of war hazards (injury, death, capture, or detention). When, by means of an insurance policy or a self-insurance program, the contractor provides the workers' compensation coverage required by the Defense Base Act, the contractor's employees automatically receive war-hazard risk protection.

c. Where TOs, issued under the contract for performance in an overseas area outside the United States, are silent or otherwise fail to specify applicability of the Defense Base Act, contractors shall assume that the Act does, nonetheless apply, and responsibility for carrying war hazard compensation insurance, otherwise required by the contract, shall remain the responsibility of the contractor. To the extent that the Act is not considered to apply, the TO shall expressly so state.

d. Proof of Insurance. Within 15 days after the award of any TO under this contract, requiring a status of contractor performance in a foreign overseas area (i.e., outside the United States, its territories, and possessions), the contractor shall furnish the Contracting Officer a certificate of insurance as evidence of the existence of insurance coverage in amounts not less than that required by the Defense Base Act. See FAR Clause 52.228-5, Insurance – Work on a Government Installation (Jan 1997) for contractor notification requirements necessary to cancel such coverage.

#### H.5. NORMAL WORK WEEK

a. A normal work week generally means a work week of 40 hours. Outside the United States, its possessions and Puerto Rico, a work week longer than 40 hours shall be considered normal if (1) the work week does not exceed the norm for the area as determined by local custom, tradition, or law; and (2) the hours worked in excess of 40 hours in the work week are not compensated at a premium rate of pay.

b. Overtime means time worked by a contractor's employee in excess of the employee's normal work week.

c. Overtime premium means the difference between the contractor's regular rate of pay to an employee for the shift involved and the higher rate paid for overtime. It does not include shift premium.

**H.6. Contractor Manpower Report Requirement.** The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://contractormanpower.army.pentagon.mil>.

The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Location(s) where the contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language;

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country); As part of its submission, the contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement.

Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's system to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

*NOTE – For in-theater contracts, requiring activities have the option of requiring more frequent reporting. Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.*

The Manpower Reporting Requirement CLIN shall be added to each Task Order for services provided to any Army organization, to include option years. If initial set-up for performing this reporting requirement has not already been done, and if these set-up costs have not already been paid previously, these costs may be charged to the first Task Order issued under AVJAMSS by an Army organization after the effective date of this modification. All costs associated with this reporting requirement on subsequent Task Orders will be proposed as "Not Separately Priced".

**H.7. PROVISION FOR HAZARDOUS AREA PAY.** In the event that any area is identified as hazardous pursuant to the DOD Military Pay and Allowances and Entitlement Manual, Part I, Chapter 10 during the life of this contract, separate rates will be negotiated for performance in these areas.

**H.8. PAYMENT FOR WORK AT OVERTIME RATES.** Normally personnel will perform their work during normal working hours on the normal working days observed by the Installation or Activity to which they are assigned. The extended work for contractor personnel shall be approved on a case-by-case basis by the Contracting Officer or the designated Contracting Officer's Representative (COR). It is the intent of the Government that work performed under this contract shall be paid at the straight time loaded hourly rates unless individual circumstances under specific task orders warrants possible payment of overtime rates (See H.9 below). Maximum flexibility to Contracting Officers is provided so that anticipated overtime may be approved, if determined necessary in accordance with FAR Clause 52.222-2.

**H.9. APPROVAL OF OVERTIME AND EXTRA PAY SHIFTS.**

a. The contractor is authorized to perform overtime hours and extra pay shift hours in addition to any overtime work for the purposes set forth in the Provision of this contract entitled "PAYMENTS FOR WORK AT OVERTIME RATES", provided however, that the Administrative Contracting Officer may, by written notice to the contractor reduce the amount of such authorized overtime, or extra pay shift work on prospective only basis. If such action requires a change in the time for performance of work identified in individual TOs or in other contract terms, adjustments of the affected terms shall be accomplished in accordance with the procedures set forth in the applicable changes clauses identified in Section I.

b. This Provision shall be effective only when it is referenced in a TO and the quantities of overtime and extra pay shift hours are provided in the individual TO.

**H.10. PROJECTED TEAM COMPLEMENT.** The Projected Team Complement (PTC) is the estimated number and skill classification of personnel expected to be required to accomplish a task. Each program will be evaluated in light of the work specifications, the schedule, the temporary or permanent nature of the change and circumstances at the work site. In the absence of specific provisions in the negotiated PTC included in individual TOs, the Contracting Officer shall determine the propriety of a change in team complement. Minor changes to the PTC (not to exceed 10 percent variation) may be directed by the Contracting Officer without advanced enforcement by written modification of the applicable Changes Clause.

H.11. **LABOR RATES FOR INDIGENOUS PERSONNEL AND THIRD COUNTRY NATIONALS.** Labor rates for indigenous personnel and Third Country Nationals (TCN) within the country involved will be negotiated between the Contracting Officer and the contractor in accordance with the terms and conditions of this Contract and subject to applicable diplomatic agreements between the Government and Host Nation as well as applicable Host Nation laws and regulations governing employment of indigenous personnel and Third Country nationals. The Contracting Officer will administratively establish the approved wage schedule without further revision of the contract. The total cumulative labor costs, including benefits, direct or otherwise imposed by the foreign labor, will not exceed the estimated cumulative comparable costs, including labor, travel, and per diem, if the contractor would have furnished labor from the CONUS unless otherwise determined by the Contracting Officer to be in the best interests of the Government. The contractor assumes full responsibility for the payment of such benefits to the foreign Government concerned, which are in existence on the date of this contract or effected prior to the establishment of a firm rate for the indigenous and TCN personnel, and agrees to indemnify the Government of the United States against liability or for any charges resulting from the employment of such indigenous personnel or foreign nationals of neighboring countries.

H.12. **EMPLOYEE PROTECTION.** Personnel who are citizens of the United States and employed by the contractor hereunder and sent overseas shall be accredited to the United States Army, Air Force, or Navy, with a recognized status under the Hague Regulations and the Geneva Convention, shall be given proper credentials and identification cards, shall wear government-issued uniforms when prescribed by the Theater Commander, shall be subject to regulations as have been or may hereafter be issued by the United States Army, Air Force, or Navy in foreign theaters of operation. Upon termination of services of any employee, the contractor shall return all Government credentials issued to that employee.

#### H.13. **SALARY AND WAGE ADJUSTMENTS FOR TASK ORDERS**

a. The following procedures shall be used to adjust exempt labor category salaries for particular task orders. The contractor shall use the proposed salaries for the base site (Fort Stewart, Georgia) as the starting point for all adjustments. In developing costs or pricing for individual task orders issued under the contract, the contractor shall use one of the salary calculators (for example, Home Fair [[www.homefair.com](http://www.homefair.com)] or Datamasters [[www.datamasters.com](http://www.datamasters.com)], etc.) available on the Internet to make this calculation. This is one of the Government's bases for making a fair and reasonable determination on the salaries offered for a particular task order. The percentage indicated at the Internet sites is not an automatic approval that the contractor will be allowed the full percentage indicated. In fact, most sites will receive approximately 50-75% of that percentage in the final negotiated price, so the contractor must take that into consideration when offering the rates using the salary calculators. The specific site at which the task order will be performed will also be considered in making the determination as to how much of that percentage will be accepted.

b. For non-exempt personnel's wages, the contractor shall use the specific site wage determination(s) in effect at the time the proposal for a particular task order is issued as a minimum basis for pricing that task order. The contractor shall use the same load factors for FFP and T&M task orders as submitted with the initial cost proposal. Note that the load factor supporting data must be in sufficient detail to permit adjustments for differences in individual cost elements such as SUTA, workmen's comp, taxes, etc. when adjusting rates to a new location.

#### H.14. **LABOR/BURDEN RATE UTILIZATION**

a. The contractor is required to propose fully loaded rates including profit for each labor category shown for FFP and T&M Load Tables (Technical Exhibits B and C). The contractor shall use these rates for TO proposal purposes unless:

1. The contractor uses lower rates for a particular TO; or
2. Adjustment is authorized by the cognizant Contracting Officer for a particular TO due to work being performed at a geographical location other than the areas stipulated, labor categories are proposed other than those contained in the Labor Rates Table. Adjustment to loaded rates shall include facilities, taxes, labor rates, fringes,

insurance, and worker's compensation. Once an adjustment factor has been established for a particular area it shall be used for all future TOs for that area.

b. Only the ACO for the contract itself (as opposed to a Contracting Officer for a particular TO) may authorize permanent adjustments to the initial contract proposal rates or to the negotiated rates authorized.

c. Labor categories and rates for personnel to be located at OCONUS sites will be negotiated individually for each TO covering OCONUS services.

#### H.15. TRAVEL

a. Official travel of contractor personnel away from their duty station that was not identified in the negotiated TO shall not be undertaken unless advance, prior written approval has been obtained from the Contracting Officer. If travel causes additional costs to the TO, advance written approval by the Contracting Officer is required, with an exception for extreme urgencies. In the event of an extreme urgent need for contractor personnel travel that was not included in the original scope of the TO, the customer will notify the Contracting Officer, who upon confirmation that funds are available to cover the additional cost, may give verbal approval for this emergency travel. The customer shall immediately, after the fact, provide written justification to the Contracting Officer regarding the urgency of this additional travel requirement.

b. The contractor's request for travel shall be in writing and contain the dates, locations, and estimated costs of the travel.

c. Costs associated with contractor's travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

d. Travel expenses for CONUS/OCONUS travel will be covered as a separate cost reimbursable line item on the TO. Per diem rates will be as prescribed in paragraph C.7.9 of the PWS.

#### H.16. ACCIDENT REPORTING

The contractor shall maintain an accurate record of all accidents occurring during the performance of this contract resulting in personal injury, occupational illness, or damage to Government property and shall promptly report each accident to the cognizant Government installation Safety Office. A copy of Worker's Compensation reports or information provided telephonically to the Safety Office shall be furnished to the Contracting Officer within 7 calendar days. The contractor shall provide written documentation as required by the installation Occupational Safety and Health Administration Office.

#### H.17. CONFERENCES

The Contracting Officer, or his/her duly authorized representative, may call a conference from time to time as deemed necessary to discuss any phase of performance under the contract or a TO. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the next status report for current reporting period. Such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

#### H.18. CONFLICT OF INTEREST (IAW FAR 9.5)

a. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the contractor has disclosed all such relevant information.

b. The contractor agrees that if an actual or potential OCI is discovered after award, the contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the

contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

c. The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

d. The contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

e. In the event that a TO is issued to the contractor that would require activity that would create a potential conflict of interest, the contractor shall:

1. Notify the Contracting Officer of a potential conflict, and;
2. Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or
3. Present for approval a conflict of interest mitigation plan that will:

(a) Describe in detail the TO requirement that creates the potential conflict of interest; and

(b) Outline in detail the actions to be taken by the contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

4. The contractor shall not commence work on a TO related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

5. If the Contracting Officer determines that it is in the best interest of the Government to issue a TO, notwithstanding a conflict of interest, a request for waiver will be submitted in accordance with FAR 9.503, Waiver.

#### H.19. INTERRELATIONSHIPS OF CONTRACTORS

a. The Government has entered into contractual relationships in order to provide technical support services in the conduct of day-to-day activities that are separate from the work to be performed under this contract but that may have links and interfaces with the work to be performed under this contract. Further, the Government may extend these existing relationships or enter into new relationships. The contractor may be required to coordinate with such other contractor(s) through the COR and/or TM in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other contractor(s) may be requested to assist the Government in the technical review of the contractor's technical efforts. Information on reports provided under this contract may, at the Government's discretion, be provided to such other contractor(s) for the purpose of such review.

b. See also "Non-disclosure of Sensitive and/or Proprietary Data". The contractor's employees, prior to commencing any work on a task order, may be required to sign a non-disclosure agreement.

#### H.20. CONTRACTOR JUSTIFICATION FOR OTHER DIRECT COSTS (ODCs)

a. The contractor shall include a detailed description and/or specifics of all proposed ODCs in its TO and cost proposal. Section B specifies ODCs as travel and material.

b. Travel – If destinations are specified in the TO statement of work, price out airfare and per diem rates by total days, number of trips, number of contract employees and any other information required by FAR 31.205-46 or the Joint Travel Regulation. Per diem rates will be as prescribed in paragraph C.7.9 of the PWS.

c. Materials –

1. Only the Prime Contractor shall acquire materials for TOs under this contract. However, on a case-by-case basis, the Prime Contractor may request that a first tier subcontractor be authorized to procure materials provided there is no additional cost for mark-ups (i.e., the total mark-ups whether proposed by the Prime and/or subcontractor shall not exceed the negotiated mark-ups set forth in the contract for that of the Prime Contractor). The Contracting Officer will only approve such a request if it is determined to be in the Government's best interest to allow a first-tier subcontractor to procure materials (i.e., in the interest of obtaining time or cost efficiencies). Materials shall only be incidental to the performance of services. (See H.35.c.)

2. In accordance with DFARS 239.73 entitled, "Acquisition of Automatic Data Processing Equipment by DoD Contractors", the Prime Contractor shall submit the required documentation to the Contracting Officer for approval prior to purchase in accordance with DFARS 239.7303.

3. When the Prime Contractor proposes a specific make and model, the contractor shall provide for Government consideration, a justification why the requirement can only be met by "specific make and model".

4. DoD Energy Star and PCMIA Requirements – Unless a waiver has been approved, the Prime Contractor shall include a written statement that all hardware purchases meet the requirements of the DoD Energy Star requirements for microcomputers, including PCs, monitors and printers, as well as the Personal Computer Memory Card International Association (PCMIA) card slots in personal computers (PCs) and workstations, Joint Technical Architecture and the Defense Information Infrastructure Common Operating Environment Requirements.

5. The contractor shall provide system enhancements to ensure that accessibility requirements are met for all current and prospective employees with disabilities. In addition, any single enhancement or combination of enhancements when enabled must be compatible with all system operations and procedures that are available when the enhancements are not enabled. The contractor shall provide all necessary software, drivers and documentation necessary to make use of this equipment for each capability offered. For additional technical advice and assistance regarding computer and communication access for employees with disabilities contact:

General Services Administration  
Clearinghouse on Computer Accommodation  
18<sup>th</sup> and F Streets NW  
Washington, DC 20405  
Telephone: (202) 501-4906

6. Prime Contractor's Purchasing System – Once approved, the Prime Contractor shall notify the Contracting Officer and/or Contract Specialist in writing if there is any change in the status of its approved purchasing system and provide the reason(s) for the change. This documentation is required to be submitted in order for the Contracting Officer to grant, withhold, or withdraw approval of the Contractor's Purchasing System in accordance with FAR Part 44.3, Contractor's Purchasing Systems Review.

d. Reproduction – The contractor shall deliver only the minimum amount of copies required by the Government to either accept or reject a particular deliverable, which is specified on the TO CDRL. Additional copies shall not be copied or reproduced by the contractor (e.g., the contractor may design a brochure but shall not duplicate the brochure for further distribution). Nor will the Government reimburse contractor charges as an ODC for copies/reproduction unless a waiver is requested, documentation is provided by the TM, and approval granted by the Contracting Officer (See also FAR Subpart 8.8, Acquisition of Printing and Related Supplies).

## H.21. CONTRACTOR STAFF TRAINING

The contractor shall provide fully trained and experienced technical and lead personnel required for performance. The contractor at its own expense shall perform training of contractor personnel except:



When the Government has given prior approval for training to meet special requirements that are peculiar to a particular TO.

Limited training of contractor employee(s) may be authorized when the Government determines it to be in the best interest of the Government.

The Government will not authorize training for contractor employees to attend seminars, symposia, or User Group Conferences unless certified by the contractor and the COR that attendance is mandatory for the performance of a TO requirement. When training is authorized by the Contracting Officer in writing under the conditions set forth above, the Government will reimburse the contractor for tuition, travel, and per diem if required.

For Firm Fixed Price or Time and Material TOs, training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping contractor personnel abreast of advances in the "state-of-the-art" or training contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

#### H.22. GOVERNMENT-CONTRACTOR RELATIONSHIPS

a. The Government and the contractor understand and agree that the services to be provided under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist, under the contract or any TO, between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore in the best interest of the Government to afford the parties the following understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

1. Be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction or evaluation of a Federal Officer, Military or Civilian.
2. Be placed in a staff or policy-making position.
3. Be placed in a position of command, supervision, administration or control over Military or Civilian personnel or personnel of other contractors or become a part of the Government organization.
4. Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DoD or the Federal Government.
5. Be used in administration or supervision of Military procurement activities.

c. Employee Relationship:

1. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment or direction on behalf of the Government, but rather the contractor's employees shall act and exercise personal judgment and discretion on behalf of the contractor.
2. Rules, regulations, direction and requirements that are issued by command authorities under their responsibility for good order, administration and security are applicable to all personnel who enter the installation or who travel on Government transportation. The Contracting Officer is authorized to direct the Contractor to remove any employee from performance on a government facility or installation for security, safety, or any other reason(s). This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal services contract.

H.23. INCIDENTAL HARDWARE/SOFTWARE. This contract is primarily for aviation administration and management support services, which includes missile systems repair and maintenance. Incidental hardware or software may be justified on individual task orders in cases where it can be demonstrated that the hardware/software

is incidental to the performance of services to be provided in the TO. The dollar value of hardware/software as it pertains to TOs issued against this contract is limited to not more than 10% of the estimated cost of the TO.

H.24. NOTICE OF INCORPORATION OF SECTION K. Pursuant to the provisions of FAR 15.204-5, Part IV – Representations and Instructions, Sections K, L, and M will not be physically included in the resultant contract. Section K – Representations, Certifications, and Other Statements of offerors will be incorporated into the resultant contract by reference and considered to be a part thereof.

#### H.25. KEY PERSONNEL

a. Key personnel are those contractor personnel considered to be essential to the performance of the contract or a TO. The contractor shall notify the Contracting Officer, COR, and TO Monitor prior to making any changes in key personnel.

b. Prior to replacing a key person or key personnel, the contractor shall demonstrate to the satisfaction of the Contracting Officer that the qualifications of the prospective replacement personnel are equal to or better than the qualifications of any personnel being replaced.

c. Contractor shall identify the key person or key personnel for each TO.

#### H.26. NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA (AVJAMSS)

The contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers, and other public or private entities. The contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs a through d below:

a. Indoctrination of Personnel. The contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture, or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. A Nondisclosure Agreement for Contractor Employees as shown below shall be signed by each contractor employee who has access to sensitive or proprietary information and forwarded to the Task Monitor for retention, prior to work commencing. The contractor shall restrict access to sensitive or proprietary information to the minimum number of employees necessary for contract or TO performance.

### DEPARTMENT OF THE ARMY NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES\*

I, \_\_\_\_\_, as an employee of \_\_\_\_\_, a Contractor acting under Contract Number \_\_\_\_\_, agree not to disclose to any individual business entity or anyone within \_\_\_\_\_, or outside of the company who has not signed a Nondisclosure Agreement for the purposes of performing this contract, any sensitive, proprietary or source selection information contained in or accessible through this project.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Contractor responsibility for proper use and protection for unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) Part 3.104 and 9.505. I agree not to appropriate such information for my own use, or the use of others, or to

release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so by the Contracting Officer.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the sensitive, proprietary, or source selection information. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the Contracting Officer to receive such information. I understand violations of this agreement are subject to administrative, civil, and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKE SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

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(Signature of Contractor Employee)

Date

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(Contractor Name)

Employee Telephone N.

b. Signed Agreements.

1. The contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the contractor will inform all parties of its agreement to allow certain Government designated contractors access to all data as described in paragraph c, below. One copy of each signed agreement shall be forwarded to the Contracting Officer. These shall be signed and forwarded to the Contracting Officer prior to work commencing.

2. In addition, the contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of TOs issued under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement(s) that have not been resolved in a timely manner. Furnish the Contracting Officer copies of communications between the contractor and associate contractor(s) relative to contract performance. Further, the close interchange between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the Government designated contractor(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Contracting Officer as soon as possible after the agreement has been signed.

c. Government Designated Contractors. The contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule, and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and access to such other proprietary, sensitive, or source selection information as may be necessary for the Government designated contractor to perform the requirements of its contract with the Government. The contractor further agrees to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the Contracting Officer as soon as possible after the agreement has been signed.

List of Designated Contractors:

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All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed prior to commencement of work.

d. Remedy for Breach. The contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-8, Default (Fixed Price, Supply and Services). The contractor or its subcontractors shall construe nothing in this clause or contract to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information.

\* Applies to TOs only.

#### H.27. NOTIFICATION OF UNSATISFACTORY PERFORMANCE

- a. The Government will receive performance evaluations for each task order in accordance with Section G of this contract.
- b. The contractor will be provided the opportunity to respond to any performance ratings. The Contracting Officer may discuss any unsatisfactory ratings with the contractor's Program Manager.
- c. One or more instances of unsatisfactory ratings may result in the Contracting Officer notifying the contractor in writing that a moratorium of a specified length of time may be imposed on the contractor pending satisfactory progress toward resolving unsatisfactory performance. During the moratorium periods (which shall be unilaterally established by the Contracting Officer and may vary in length depending on the severity of the unsatisfactory performance), the contractor shall be precluded from proposing on or being issued TOs under the contract. The guaranteed minimum amount awarded to any contractor is subject to satisfactory performance evaluations on work performed under this contract.

#### H.28. NOTIFICATION REQUIREMENTS UNDER TIME AND MATERIAL/LABOR HOUR (IAW FAR 52.232-7(c))

Contractor notification requirements for FAR Clause 52.232-7(c), "Payments Under Time-and-Materials and Labor-Hour Contracts" for T&M TOs shall be accomplished only by separate correspondence directed to the Contracting Officer with copies furnished to the COR and TO Monitor. No other form of notification (e.g., mentioned in any type of monthly progress or status report) shall constitute compliance. Further, notification to any individual other than the Contracting Officer shall not constitute compliance with this requirement.

#### H.29. OPTION TO EXTEND SERVICES – SHORT TERM EXTENSIONS

- a. In accordance with FAR 52.217-8, Option to Extend Services, the contract may be extended, at the Government's sole discretion, for a period of up to six (6) months, exercisable in increments of not less than one (1) month. If the contract contains an unexercised option period, the Government may elect to exercise the option pursuant to FAR 52.217-9, Option to Extend the Term of the Contract, during any short-term extension. The short-term extension(s) shall be subtracted from the total duration of the immediately succeeding option period that may follow as a result of the exercise of the option pursuant to FAR 52.217-9 so that the combination of the short-term extension(s) and the option will not exceed 12 months duration. If the Government exercises one or more short term extensions in accordance with FAR 52.217-8 and this clause or an option period pursuant to FAR 52.217-9, or any combination thereof, the contract as extended shall be deemed to include this extension clause and FAR 52.217-8; thus, the

authority to extend services pursuant to FAR 217-8 and this clause may be exercised at the end of the base period and at the end of each option period.

b. The price(s) (e.g., labor rates) applicable during the short-term extension(s) shall be the price(s) applicable during the immediately succeeding option period if there is one. If there is no immediately succeeding option period, the price(s) shall be the price(s) applicable during the immediately preceding contract period, subject only to any adjustment required by the Service Contract Act.

c. This option may be exercised by the Government within the time specified in FAR 52.217-8, provided that the Contracting Officer shall have given notice of the Government's intention to exercise at least 60 calendar days before this contract is to expire.

#### H.30. PERMITS AND LICENSES

Unless otherwise specified in this contract, the contractor shall obtain any necessary permits and licenses, give all notices and comply with any applicable Federal, State, County and Municipal laws, codes, regulations and applicable diplomatic agreements and Host Nation laws in connection with this contract and any TO. The contractor shall coordinate with the Government prior to obtaining permits and licenses.

#### H.31. PRICING ARRANGEMENTS

It is anticipated the majority of work performed on this contract will be priced using the fully loaded time-and-material/firm-fixed-price rates given in Technical Exhibits B and C.

#### H.32. RELEASE OF INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract, any TO, or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and the cognizant Public Affairs Office (PAO).

#### H.33. QUALIFICATION CERTIFICATION STATEMENT

All key personnel proposed to perform on Individual TOs shall be certified by the contractor to meet the qualifications in the accepted Contractor's Management Plan. All non-key personnel shall be certified by the contractor to meet the Labor Category Descriptions set forth in TE E or the Service Contract Act Directory of Occupations.

#### H.34. SECURITY REQUIREMENTS

a. This document is unclassified, however, the classification of the work to be performed under this contract shall be accomplished in accordance with the Contract Security Classification Specifications, DD Form 254. The contractor shall conscientiously follow the security guidance provided in the DD Form 254 and other guidance that may be established by the Contracting Officer.

b. The Government may require security clearances, perhaps higher than top secret (TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION), for performance of any TO under this contract. If the Contractor cannot obtain the required security clearances to accomplish the work required by the TO, the Government may obtain such services from another Contractor and this determination shall not be subject to the Disputes clause.

c. The level of classified access required shall be indicated on DD Form 254 or other appropriate form incorporated into each TO request under which contractor employees will require access to classified information. Contractor personnel are required to have background investigations for suitability if they occupy positions of trust (e.g., Project Manager) even if they do NOT have access to classified information. Other investigations may be required by AR 380-19 and AR 380-67 as appropriate.

- d. Necessary facility and/or staff clearances shall be in place prior to issuance of a TO under this contract.
- e. If a security clearance is required, interim coverage may be obtained from the Department of Defense.

#### H.35. SUBCONTRACTING APPROVAL (IAW FAR 52.244-2)

- a. The contractor shall obtain written Contracting Officer consent prior to subcontracting any portion of this contract, including work under any TO, which is not in the contractor's approved subcontracting plan. The Contracting Officer will either approve or disapprove the addition to the contractor's subcontracting plan. The contractor is granted consent to enter into subcontracting agreements with those companies identified in the subcontracting plan. Only first-tier subcontractors are allowed.
- b. In accordance with FAR Clause 52.244-2, the Government is required to provide approval/consent for new subcontractors. On rare occasions, a new subcontractor may only be approved for addition to the contract in cases where it is clearly evident to the Contracting Officer that the proposed new subcontractor has a capability that is both required to perform work described in the TO PWS and is not a capability of any of the prime contractor's existing team of first-tier subcontractors. Any new subcontractor (all labor) approved for addition to the contract shall be reimbursed via the load factors negotiated and added to the rate tables at TE B and C.
- c. All materials required for performance of this contract, which are not Government furnished, shall be furnished by the contractor. The contractor shall utilize the Government supply sources when available. When requisitioning procedures reveal that required material is not available from the Government supply sources, the contractor shall identify it in its TO proposal.
- d. All requests for Contracting Officer consent shall be submitted in accordance with FAR Part 44.2 and DFARS 244.2.
- e. Ownership of supplies acquired or otherwise provided by the contractor for performance of this contract shall vest with the Government.
- f. Because of the wide diversity of work possible under this potential ten-year contract, the Government recognizes that the contractor may need to utilize different subcontracts to meet specific customer needs. To maximize contractor flexibility in choosing appropriate subcontractors for particular TO efforts and to minimize administrative burden in formally changing subcontractors, while ensuring evaluation equity and retention of subcontractors with particular expertise, the Government is differentiating between "critical subcontractors" (which impact Government evaluation of awardees' ability to meet specified technical/management requirements) and "non-critical subcontractors" (which are not determinant in the technical/management evaluations but are evaluated for the cost they contribute).

#### H.36. IDENTIFICATION OF EMPLOYEES

A sample identification (ID) badge, of the type specified below, shall be submitted for approval prior to beginning work on this project. The ID requirement shall be as follows:

- (a) Furnish each employee on the project site an ID badge, whether engaged on the work or not.
- (b) Require employee to display ID badge in the chest area of outer clothing.
- (c) The minimum requirement for ID badge is as follows: Contract number; Employer's name; Employee's name; Employee's photograph; Employee's position (job title); Employee number (each employee shall have a different number).
- (d) Show ID badge (one the contractor has obtained for an employee) to the Contracting Officer for approval prior to "start work" on this project.

(e) Prior to beginning work on this project, submit to the Contracting Officer a list of issued ID badges. Update list when contractor personnel changes are made and prior to any new employees working on site.

(f) Remove employees from project that are not displaying their ID badges.

(g) Upon completion of the work and when an employee of the contractor no longer works on this contract, the contractor shall collect ID badges from his employees immediately and submit them to the Contracting Officer within five calendar days. The ID badges shall become the property of the Government.

#### H.37. FAIR OPPORTUNITY FOR TASK ORDER AWARD CONSIDERATION

In accordance with FAR 16.504(a)(4)(iv) and 16.505(b)(1), contract holders for orders under multiple award contracts will be given a fair opportunity to be considered for each order. Authorized Contracting Officers issuing TOs shall have the flexibility to establish discerning factors and evaluation criteria for selection and award of contractors to perform TOs.

#### H.38. WORK ON A GOVERNMENT INSTALLATION

In performing work under this contract or any TO on a Government installation or in a Government building, the contractor shall fully comply with local military installation, city, state, and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract and the TO. Specifically, the contractor shall:

- a. Conform to the specific safety requirements established by this contract or in a TO;
- b. The contractor and its employees shall observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, security, sanitation, severe weather, admission to the installation, and conduct not directly addressed in this contract;
- c. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of the Government and contractor personnel connected in any way with performance under this contract.
- d. Take such additional immediate precautions as the Contracting Officer, COR or TM may reasonably require for safety and accident prevention purposes.
- e. Conform to all security requirements as specified in DD Form 254, and security requirements as specified in the TO Performance Work Statement.

#### H.39. RESERVED

#### H.40. INSURANCE SCHEDULE

See Section I, FAR Clause 52.228-5, "Insurance—Work on a Government Installation". The contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof or exercise of any options, adequate insurance to specifically include liability assumed by the contractor under this contract or any TO. The contractor shall, as a minimum, maintain the following types of insurance and coverage listed below:

##### Insurance Types and Minimum Amounts.

- a. Worker's Compensation insurance as required by law of the State in which the work is performed.
- b. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each incident.
- c. Property damage liability with a limit of not less than \$100,000 for each incident.

d. Automotive bodily injury insurance with limits of not less than \$200,000 for each person and \$500,000 for each incident, and property damage liability insurance, with a limit not less than \$40,000 for each incident.

NOTE: The contractor shall agree to insert the substance of this clause in all sub-contracts hereunder.

#### H.41. MATO CONTRACT COGNIZANT CONTRACTING OFFICE

Any dispute regarding the scope of work or terms and conditions of this contract are to be resolved by the Administrative Contracting Officer (ACO) at the cognizant Contracting Office for the MATO contract:

Army Contracting Agency, Southern Region  
Fort Hood Contracting Command  
761<sup>st</sup> Tank Battalion Avenue, Bldg 1001, Room W113  
Fort Hood, Texas 76544-5025

H.42. It is the intent of AVJAMSS that the contractor be protected against liability under the Ground Flight Risk and Aircraft Flight Risk clauses of this contract. The contractor's maximum liability under this contract is, therefore, limited to the amounts prescribed in these clauses.

#### H.43. TASK ORDERS WITH OPTIONS.

a. The Contracting Officer may issue TOs that include options under any of the following conditions:

- (1) The services being acquired are highly unique or specialized; or
- (2) The efforts to be performed on a new TO are so integrally related to work currently being performed on an existing TO that only a single contractor can reasonably perform the work; or
- (3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on .

b. Only those TOs that are awarded on the basis of the Contracting Officer having requested competitive proposals shall include options. The contractor is obligated to perform such options as they are not subject to the provisions of FAR 52.216-19, Ordering Limitations.

#### H.44. IMPORTATION OF EQUIPMENT OCONUS

The Contractor shall be authorized to bring into a Host Nation such equipment and materiel necessary to accomplish the work under a specific TO or TOs. However, the Government may limit such equipment and materiel in accordance with specific applicable diplomatic agreements and further require the Contractors to itemize such equipment and materiel prior to shipping it for entry into the Host Nation. Failure of the Contractor to comply with the laws of the Host Nation, applicable diplomatic agreements, and Government regulations shall not give rise to any claim for equitable adjustment or reimbursement to the Contractor.

#### H.45. TECHNICAL EXPERT STATUS POSITIONS.

NOTE: For any contract performed in the Federal Republic of Germany (FGR) in which the employment of technical experts to be authorized individual logistics support (ILS) is anticipated, the German Government will review job descriptions and professional background of contractor personnel determined by the U.S. Government to be technical experts.



- a. Job descriptions for technical expert status (TES) positions must accurately describe the duties, responsibilities, skills, knowledge, and experience that meet the qualifications for TES. The proposed contractor personnel shall be able to withstand scrutiny regarding their education, training, and experience to ensure it is commensurate with that of TES.
- b. A proposed employee who fails to qualify for TES will be required to apply for and obtain a German work permit, will be subject to German income tax and social insurance laws, and will not be eligible for ILS in Germany.
- c. Contractor employees who do not derive NATO status from another source, such as the spouse of a member of the U.S. Forces in Germany) shall not start work under the contract in Germany until approval as a technical expert has been received or until the contractor's employee has obtained a work permit from the German government.
- d. Contractor employees who derive NATO status from another source DO NOT require a German work permit and may begin work even though they are not considered technical experts. Contractor employees not considered technical experts are subject to German income tax and social insurance requirements.
- e. As employers of personnel described in the above paragraphs b and c, U.S. Government contractors may be responsible for withholding German income tax and making contributions to the German social insurance system on behalf of those employees.
- f. German authorities may contest a U.S. Forces conferral of technical expert status after the contractor's employee has begun employment in this host nation. Should German/American discussions fail to persuade the German authorities that the employee qualifies for TES, continued employment in this status will expose both the employee and the contractor to German income tax and work permit enforcement measures.
- g. Information and forms required for applications for technical expert accreditation may be obtained from the Commander, 1<sup>st</sup> PERSCOM, ATTN: AEUPE-PSSD-PSD-PSB, Unit 29058, APO AE 09081-5604.
- h. Technical experts are accredited to a specific position under a specific contract, the contractor is required to notify the cognizant Contracting Officer when any reportable changes occur in a technical expert's status. A "reportable change" occurs:
  - (1) When an accredited technical expert leaves the position in which they are accredited, even if they move to another position under the same TO, or
  - (2) When the TO terminates, a new TO is awarded to the incumbent contractor, and the technical expert accredited under the terminated TO holds an identical position under the new TO. When this change occurs, the employee will not be entitled to ILS until their application for a letter of accreditation as a technical expert under the new TO has been submitted to the Commander, 1<sup>st</sup> PERSCOM; has been processed by that Command and the CINCUSAEUR LIAISON OFFICE; and notification of issuance of a letter of accreditation has been forwarded by the CINCUSAEUR LIAISON OFFICE to the appropriate German government authorities.

H.46. INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS FOR THE REPUBLIC OF KOREA (ROK). Refer to Technical Exhibit H and its Sub Exhibits for the Procedure to designate an Invited Contractor under the US-ROK SOFA. Also, refer to Technical Exhibit K for instructions regarding deployment of Contractor Personnel.

#### H.47. CONTRACTING OFFICER NEGOTIATED LABOR RATES/SKILL CLASSIFICATIONS

Should a requirement arise for skill classifications listed on the applicable Department of Labor Wage Determination but is not identified in this contract, the appropriate labor rate will be negotiated between the Contractor and the Contracting Officer using those base rates contained in the Wage Determination.

#### H.48. TAXES AND CUSTOMS DUTIES

The negotiated price herein includes no amount for payment to any foreign government for any taxes (including "Income"), Import or Export duties, Licenses, Excises, Import Bonds, Deposits, or any other identifiable charges. It is agreed that the contract price shall be equitably adjusted in the event that a foreign government imposes any such charges relating to the performance of work under this contract.

#### H.49. CONTRACTOR ACQUIRED MATERIAL/NON-MATERIAL EXPENSES/PROPERTY

a. All material, non-material expenses, and Contractor acquired property under AVJAMSS will be certified by the Project Officer subject to the following criteria:

- (1) The material, non-material expenses and contractor acquired property must be certified as being directly incidental to the work being accomplished;
- (2) The Project Officer must certify that the material cannot be procured timely through the Government supply channels prior to the submission of the purchase request to the Contracting Officer for approval.

b. The Contracting Officer is responsible for processing purchase requests for material/non-material/and property. The Contracting Officer is responsible for providing Contractors appropriate instructions for processing these purchase requests.

c. Under FAR Part 45, the Government takes ownership of residual property or material acquired by the Contractor in the performance of TOs under AVJAMSS.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE Y		PAGE OF PAGES 1   26	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 01-Aug-2005		4. REQUISITION/PURCHASE REQ. NO. W33FYJ-2044-NJ53		5. PROJECT NO.(If applicable)	
6. ISSUED BY ACA, FORT HOOD CONTRACTING COMMAND 761ST TANK BATTALION AVE BUILDING 1001, ROOM W103 FORT HOOD TX 76544		CODE W91151		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DEFENSE SUPPORT SERVICES LLC 555 LINCOLN DR W MARLTON NJ 08053				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W91151-04-D-0015			
				X 10B. DATED (SEE ITEM 13) 19-Aug-2004			
CODE 3VGE7		FACILITY CODE 1WL60					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 and FAR 52.243-1							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is: 1. To Exercise Option 1 under subject contract for the period 15 August 2005 to 14 August 2006; and 2. To incorporate a new mandatory Annual Manpower Reporting requirement applicable to any task order issued to provide services to any Army organization. This new requirement is hereby added as Paragraph H.6 to Section H of the contract, and an associated place-holder CLIN has been added to Schedule B of the contract.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHERYL R. CALDERON / CONTRACTING OFFICER TEL: 254-287-5762 EMAIL: sheryl.calderon@us.army.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Sheryl R. Calderon</i></u> (Signature of Contracting Officer)		16C. DATE SIGNED 03-Aug-2005	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00
					<hr/>
					MAX NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

CLIN 1003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1		\$0.00	\$0.00
					<hr/>
					MAX NET AMT
					\$0.00
Funded Amount					\$0.00

FOB: Destination

CLIN 2003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 3003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 4003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 5003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 6003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 7003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00

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MAX NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

CLIN 8003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00
					<hr/>
					MAX NET AMT \$0.00
Funded Amount					\$0.00

FOB: Destination

CLIN 9003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9003 OPTION	Manpower Reporting Requirement FFP Place-holder CLIN - CLIN shall be added to each Task Order for services provided to any Army organization (See Paragraph H.6 of the contract).	1	Each	\$0.00	\$0.00
					<hr/>
					MAX NET AMT \$0.00
Funded Amount					\$0.00

FOB: Destination

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 1003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 2003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 3003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 4003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 5003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 6003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 7003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 8003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 9003:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0003:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-AUG-2004 TO  
14-AUG-2005

N/A

N/A  
FOB: Destination

The following Delivery Schedule item has been added to CLIN 1003:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-AUG-2005 TO  
14-AUG-2006

N/A

N/A  
FOB: Destination

The following Delivery Schedule item has been added to CLIN 2003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2006 TO 14-AUG-2007	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 3003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2007 TO 14-AUG-2008	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 4003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2008 TO 14-AUG-2009	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 5003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2009 TO 14-AUG-2010	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 6003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2010 TO 14-AUG-2011	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 7003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2011 TO 14-AUG-2012	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 8003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 15-AUG-2012 TO 14-AUG-2013	N/A	N/A FOB: Destination
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The following Delivery Schedule item has been added to CLIN 9003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-AUG-2013 TO 14-AUG-2014	N/A	N/A FOB: Destination	

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

### SECTION H - GENERAL

#### H.1. BASE SUPPORT

The Government will provide base support to the contractor in accordance with this provision. Failure by the contractor to comply with these provisions shall release the Government from its obligation to provide base support by the date(s) required. If warranted, and if the contractor has complied with these provisions, an equitable adjustment will be made if the Government fails to provide base support by the date(s) required.

a. Base support includes Government-controlled working space; material, equipment, vehicles, services (including automatic data processing and any Government communications systems for official business) or other support, which the Government determines can be made available at, or through, any Government installation where this contract will be performed. This support will also include Government-required physical examinations, respirator fittings, and other occupational support and training on DoD equipment where this support is available. If this support is not available through Government sources, this support will be provided through non-material reimbursable expenses line item on the Task Order (as appropriate). All Government property in the possession of the contractor, provided through base support, shall be used and managed in accordance with the Government Property clauses identified in this contract.

b. The Government installations providing the support will be identified in each individual Task Order (TO). The Government support to be furnished by each installation under this contract will be identified in each individual TO.

c. Unless otherwise stipulated in the TO, support will be provided on a no-charge-for-use basis.

d. The contractor agrees to immediately report to the Contracting Officer inadequacies, defective Government Furnished Property (GFP) or no availability of support stipulated by the TO schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it will be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities will not be purchased under this provision. When base support is required based upon the terms of the individual TO, the Contractor shall purchase items or services in accordance with the previously approved contracting/purchasing system.

#### H.2. ACCEPTANCE OF ORDERS

a. In consideration of the award of this contract, the contractor agrees to accept any TO issued in accordance with the terms and conditions of this contract. The Government reserves the unilateral right to adjust those provisions within the scope of the contract including the team complement, performance start and/or finish, as specified in the Clause entitled "Period of Performance", the estimated quantities, requirements that are within the scope of the TO,

site locations, and other support items not specifically specified herein, at the rates set forth in the schedule, of any time and material order.

b. In the event the contractor considers he is unable to perform for any reason, he shall provide the Contracting Officer notice within two working days following receipt of the TO. Failure to agree as to the inability to perform shall be a dispute within the meaning of the Disputes Clause. In the event of a dispute, the contractor shall proceed with performance of the TO, and he may submit his equitable adjustment claim under the terms of the Disputes Clause.

### H.3. LOGISTIC SUPPORT FOR CONTRACTOR PERSONNEL

a. In the Continental United States (CONUS), contractor personnel shall not be furnished Government quarters, access to military dining facilities, or other forms of logistic support except for emergency medical care, unless specifically authorized in each individual TO or individual Travel Order.

b. The Government will make available within the overseas theaters of operation, to the extent permitted by Treaty, Status of Forces Agreements, or other binding diplomatic agreements between the Government and the Host Nation, subject to the individual capability limitations of the bases, installations, and facilities therein and with approval of the respective Theater/Base Commanders, the following items of logistic support to contractor personnel:

- (1) Adequate Government quarters – this may be considered a tent.
- (2) Dining facilities
- (3) Commissary privileges (subject to the discretion of the Theater/Base Commander)
- (4) Communications
- (5) Banking
- (6) APO (subject to the discretion of the Theater/Base Commander)
- (7) Laundry
- (8) Dry Cleaning
- (9) On-base recreation
- (10) Vehicle registration
- (11) POL (subject to the discretion of the Theater/Base Commander)
- (12) Post or Base Exchange privileges (subject to the discretion of the Theater/Base Commander)
- (13) Medical and Dental facilities (subject to the discretion of the Theater/Base Commander)
- (14) Club privileges (subject to the discretion of the Theater/Base Commander)

The logistic support items made available for work performed overseas are subject to the normal charges for these facilities. It is intended that contractor personnel will utilize Government quarters when available. Contractor personnel in overseas areas are required to abide by the rules and regulations of the Commander of the area where the work is being performed. Although contractor personnel remain on TDY orders, identification cards are recommended for long term or extended tours (normally in excess of 180 days).

c. In those areas and/or instance where Logistics Support is not authorized or cannot be provided, a premium pay rate may be negotiated by the Contracting Officer, with the concurrence of the Cognizant Using Activity.

d. Refer to Technical Exhibit K for instructions regarding deployment of Contractor Personnel.

### H.4. CONTRACTOR PERFORMANCE OVERSEAS.

a. TOs, issued under the contract and directing any portion of performance to be conducted in overseas areas outside of the United States, its territories, and possessions, shall specify applicability of the Defense Base Act for those contractor employees thereby affected. Such task orders shall expressly include the additional FAR Clause 52.228-3, Worker's Compensation Insurance (Defense Base Act) (Apr 1984).

b. When the Defense Base Act applies (see 42 U.S.C. 1651, *et seq.*) to contractor employees, the benefits of the Longshoremen's and Harbor Workers' Compensation Act are extended through operation of the War Hazards Compensation Act (42 U.S.C. 1701, *et seq.*) to protect the employees against the risk of war hazards (injury, death, capture, or detention). When, by means of an insurance policy or a self-insurance program, the contractor provides the workers' compensation coverage required by the Defense Base Act, the contractor's employees automatically receive war-hazard risk protection.

c. Where TOs, issued under the contract for performance in an overseas area outside the United States, are silent or otherwise fail to specify applicability of the Defense Base Act, contractors shall assume that the Act does, nonetheless apply, and responsibility for carrying war hazard compensation insurance, otherwise required by the contract, shall remain the responsibility of the contractor. To the extent that the Act is not considered to apply, the TO shall expressly so state.

d. Proof of Insurance. Within 15 days after the award of any TO under this contract, requiring a status of contractor performance in a foreign overseas area (i.e., outside the United States, its territories, and possessions), the contractor shall furnish the Contracting Officer a certificate of insurance as evidence of the existence of insurance coverage in amounts not less than that required by the Defense Base Act. See FAR Clause 52.228-5, Insurance – Work on a Government Installation (Jan 1997) for contractor notification requirements necessary to cancel such coverage.

#### H.5. NORMAL WORK WEEK

a. A normal work week generally means a work week of 40 hours. Outside the United States, its possessions and Puerto Rico, a work week longer than 40 hours shall be considered normal if (1) the work week does not exceed the norm for the area as determined by local custom, tradition, or law; and (2) the hours worked in excess of 40 hours in the work week are not compensated at a premium rate of pay.

b. Overtime means time worked by a contractor's employee in excess of the employee's normal work week.

c. Overtime premium means the difference between the contractor's regular rate of pay to an employee for the shift involved and the higher rate paid for overtime. It does not include shift premium.

**H.6. Contractor Manpower Report Requirement.** The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://contractormanpower.army.pentagon.mil>.

The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Location(s) where the contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language:

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country); As part of its submission, the contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement.

Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's system to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

*NOTE – For in-theater contracts, requiring activities have the option of requiring more frequent reporting. Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.*

The Manpower Reporting Requirement CLIN shall be added to each Task Order for services provided to any Army organization, to include option years. If initial set-up for performing this reporting requirement has not already been done, and if these set-up costs have not already been paid previously, these costs may be charged to the first Task Order issued under AVJAMSS by an Army organization after the effective date of this modification. All costs associated with this reporting requirement on subsequent Task Orders will be proposed as "Not Separately Priced".

H.7. PROVISION FOR HAZARDOUS AREA PAY. In the event that any area is identified as hazardous pursuant to the DOD Military Pay and Allowances and Entitlement Manual, Part I, Chapter 10 during the life of this contract, separate rates will be negotiated for performance in these areas.

H.8. PAYMENT FOR WORK AT OVERTIME RATES. Normally personnel will perform their work during normal working hours on the normal working days observed by the Installation or Activity to which they are assigned. The extended work for contractor personnel shall be approved on a case-by-case basis by the Contracting Officer or the designated Contracting Officer's Representative (COR). It is the intent of the Government that work performed under this contract shall be paid at the straight time loaded hourly rates unless individual circumstances under specific task orders warrants possible payment of overtime rates (See H.9 below). Maximum flexibility to Contracting Officers is provided so that anticipated overtime may be approved, if determined necessary in accordance with FAR Clause 52.222-2.

#### H.9. APPROVAL OF OVERTIME AND EXTRA PAY SHIFTS.

a. The contractor is authorized to perform overtime hours and extra pay shift hours in addition to any overtime work for the purposes set forth in the Provision of this contract entitled "PAYMENTS FOR WORK AT OVERTIME RATES", provided however, that the Administrative Contracting Officer may, by written notice to the contractor reduce the amount of such authorized overtime, or extra pay shift work on prospective only basis. If such action requires a change in the time for performance of work identified in individual TOs or in other contract terms, adjustments of the affected terms shall be accomplished in accordance with the procedures set forth in the applicable changes clauses identified in Section I.

b. This Provision shall be effective only when it is referenced in a TO and the quantities of overtime and extra pay shift hours are provided in the individual TO.

H.10. PROJECTED TEAM COMPLEMENT. The Projected Team Complement (PTC) is the estimated number and skill classification of personnel expected to be required to accomplish a task. Each program will be evaluated in light of the work specifications, the schedule, the temporary or permanent nature of the change and circumstances at the work site. In the absence of specific provisions in the negotiated PTC included in individual TOs, the Contracting Officer shall determine the propriety of a change in team complement. Minor changes to the PTC (not to exceed 10 percent variation) may be directed by the Contracting Officer without advanced enforcement by written modification of the applicable Changes Clause.

H.11. **LABOR RATES FOR INDIGENOUS PERSONNEL AND THIRD COUNTRY NATIONALS.** Labor rates for indigenous personnel and Third Country Nationals (TCN) within the country involved will be negotiated between the Contracting Officer and the contractor in accordance with the terms and conditions of this Contract and subject to applicable diplomatic agreements between the Government and Host Nation as well as applicable Host Nation laws and regulations governing employment of indigenous personnel and Third Country nationals. The Contracting Officer will administratively establish the approved wage schedule without further revision of the contract. The total cumulative labor costs, including benefits, direct or otherwise imposed by the foreign labor, will not exceed the estimated cumulative comparable costs, including labor, travel, and per diem, if the contractor would have furnished labor from the CONUS unless otherwise determined by the Contracting Officer to be in the best interests of the Government. The contractor assumes full responsibility for the payment of such benefits to the foreign Government concerned, which are in existence on the date of this contract or effected prior to the establishment of a firm rate for the indigenous and TCN personnel, and agrees to indemnify the Government of the United States against liability or for any charges resulting from the employment of such indigenous personnel or foreign nationals of neighboring countries.

H.12. **EMPLOYEE PROTECTION.** Personnel who are citizens of the United States and employed by the contractor hereunder and sent overseas shall be accredited to the United States Army, Air Force, or Navy, with a recognized status under the Hague Regulations and the Geneva Convention, shall be given proper credentials and identification cards, shall wear government-issued uniforms when prescribed by the Theater Commander, shall be subject to regulations as have been or may hereafter be issued by the United States Army, Air Force, or Navy in foreign theaters of operation. Upon termination of services of any employee, the contractor shall return all Government credentials issued to that employee.

#### H.13. **SALARY AND WAGE ADJUSTMENTS FOR TASK ORDERS**

a. The following procedures shall be used to adjust exempt labor category salaries for particular task orders. The contractor shall use the proposed salaries for the base site (Fort Stewart, Georgia) as the starting point for all adjustments. In developing costs or pricing for individual task orders issued under the contract, the contractor shall use one of the salary calculators (for example, Home Fair [[www.homefair.com](http://www.homefair.com)] or Datamasters [[www.datamasters.com](http://www.datamasters.com)], etc.) available on the Internet to make this calculation. This is one of the Government's bases for making a fair and reasonable determination on the salaries offered for a particular task order. The percentage indicated at the Internet sites is not an automatic approval that the contractor will be allowed the full percentage indicated. In fact, most sites will receive approximately 50-75% of that percentage in the final negotiated price, so the contractor must take that into consideration when offering the rates using the salary calculators. The specific site at which the task order will be performed will also be considered in making the determination as to how much of that percentage will be accepted.

b. For non-exempt personnel's wages, the contractor shall use the specific site wage determination(s) in effect at the time the proposal for a particular task order is issued as a minimum basis for pricing that task order. The contractor shall use the same load factors for FFP and T&M task orders as submitted with the initial cost proposal. Note that the load factor supporting data must be in sufficient detail to permit adjustments for differences in individual cost elements such as SUTA, workmen's comp, taxes, etc. when adjusting rates to a new location.

#### H.14. **LABOR/BURDEN RATE UTILIZATION**

a. The contractor is required to propose fully loaded rates including profit for each labor category shown for FFP and T&M Load Tables (Technical Exhibits B and C). The contractor shall use these rates for TO proposal purposes unless:

1. The contractor uses lower rates for a particular TO; or
2. Adjustment is authorized by the cognizant Contracting Officer for a particular TO due to work being performed at a geographical location other than the areas stipulated, labor categories are proposed other than those contained in the Labor Rates Table. Adjustment to loaded rates shall include facilities, taxes, labor rates, fringes,

insurance, and worker's compensation. Once an adjustment factor has been established for a particular area it shall be used for all future TOs for that area.

b. Only the ACO for the contract itself (as opposed to a Contracting Officer for a particular TO) may authorize permanent adjustments to the initial contract proposal rates or to the negotiated rates authorized.

c. Labor categories and rates for personnel to be located at OCONUS sites will be negotiated individually for each TO covering OCONUS services.

#### H.15. TRAVEL

a. Official travel of contractor personnel away from their duty station that was not identified in the negotiated TO shall not be undertaken unless advance, prior written approval has been obtained from the Contracting Officer. If travel causes additional costs to the TO, advance written approval by the Contracting Officer is required, with an exception for extreme urgencies. In the event of an extreme urgent need for contractor personnel travel that was not included in the original scope of the TO, the customer will notify the Contracting Officer, who upon confirmation that funds are available to cover the additional cost, may give verbal approval for this emergency travel. The customer shall immediately, after the fact, provide written justification to the Contracting Officer regarding the urgency of this additional travel requirement.

b. The contractor's request for travel shall be in writing and contain the dates, locations, and estimated costs of the travel.

c. Costs associated with contractor's travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

d. Travel expenses for CONUS/OCONUS travel will be covered as a separate cost reimbursable line item on the TO. Per diem rates will be as prescribed in paragraph C.7.9 of the PWS.

#### H.16. ACCIDENT REPORTING

The contractor shall maintain an accurate record of all accidents occurring during the performance of this contract resulting in personal injury, occupational illness, or damage to Government property and shall promptly report each accident to the cognizant Government installation Safety Office. A copy of Worker's Compensation reports or information provided telephonically to the Safety Office shall be furnished to the Contracting Officer within 7 calendar days. The contractor shall provide written documentation as required by the installation Occupational Safety and Health Administration Office.

#### H.17. CONFERENCES

The Contracting Officer, or his/her duly authorized representative, may call a conference from time to time as deemed necessary to discuss any phase of performance under the contract or a TO. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the next status report for current reporting period. Such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

#### H.18. CONFLICT OF INTEREST (IAW FAR 9.5)

a. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the contractor has disclosed all such relevant information.

b. The contractor agrees that if an actual or potential OCI is discovered after award, the contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the



contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

c. The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

d. The contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

e. In the event that a TO is issued to the contractor that would require activity that would create a potential conflict of interest, the contractor shall:

1. Notify the Contracting Officer of a potential conflict, and;
2. Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or
3. Present for approval a conflict of interest mitigation plan that will:

(a) Describe in detail the TO requirement that creates the potential conflict of interest; and

(b) Outline in detail the actions to be taken by the contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

4. The contractor shall not commence work on a TO related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

5. If the Contracting Officer determines that it is in the best interest of the Government to issue a TO, notwithstanding a conflict of interest, a request for waiver will be submitted in accordance with FAR 9.503, Waiver.

#### H.19. INTERRELATIONSHIPS OF CONTRACTORS

a. The Government has entered into contractual relationships in order to provide technical support services in the conduct of day-to-day activities that are separate from the work to be performed under this contract but that may have links and interfaces with the work to be performed under this contract. Further, the Government may extend these existing relationships or enter into new relationships. The contractor may be required to coordinate with such other contractor(s) through the COR and/or TM in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other contractor(s) may be requested to assist the Government in the technical review of the contractor's technical efforts. Information on reports provided under this contract may, at the Government's discretion, be provided to such other contractor(s) for the purpose of such review.

b. See also "Non-disclosure of Sensitive and/or Proprietary Data". The contractor's employees, prior to commencing any work on a task order, may be required to sign a non-disclosure agreement.

#### H.20. CONTRACTOR JUSTIFICATION FOR OTHER DIRECT COSTS (ODCs)

a. The contractor shall include a detailed description and/or specifics of all proposed ODCs in its TO and cost proposal. Section B specifies ODCs as travel and material.

b. Travel – If destinations are specified in the TO statement of work, price out airfare and per diem rates by total days, number of trips, number of contract employees and any other information required by FAR 31.205-46 or the Joint Travel Regulation. Per diem rates will be as prescribed in paragraph C.7.9 of the PWS.

c. Materials –

1. Only the Prime Contractor shall acquire materials for TOs under this contract. However, on a case-by-case basis, the Prime Contractor may request that a first tier subcontractor be authorized to procure materials provided there is no additional cost for mark-ups (i.e., the total mark-ups whether proposed by the Prime and/or subcontractor shall not exceed the negotiated mark-ups set forth in the contract for that of the Prime Contractor). The Contracting Officer will only approve such a request if it is determined to be in the Government's best interest to allow a first-tier subcontractor to procure materials (i.e., in the interest of obtaining time or cost efficiencies). Materials shall only be incidental to the performance of services. (See H.35.c.)

2. In accordance with DFARS 239.73 entitled, "Acquisition of Automatic Data Processing Equipment by DoD Contractors", the Prime Contractor shall submit the required documentation to the Contracting Officer for approval prior to purchase in accordance with DFARS 239.7303.

3. When the Prime Contractor proposes a specific make and model, the contractor shall provide for Government consideration, a justification why the requirement can only be met by "specific make and model".

4. DoD Energy Star and PCMIA Requirements – Unless a waiver has been approved, the Prime Contractor shall include a written statement that all hardware purchases meet the requirements of the DoD Energy Star requirements for microcomputers, including PCs, monitors and printers, as well as the Personal Computer Memory Card International Association (PCMIA) card slots in personal computers (PCs) and workstations, Joint Technical Architecture and the Defense Information Infrastructure Common Operating Environment Requirements.

5. The contractor shall provide system enhancements to ensure that accessibility requirements are met for all current and prospective employees with disabilities. In addition, any single enhancement or combination of enhancements when enabled must be compatible with all system operations and procedures that are available when the enhancements are not enabled. The contractor shall provide all necessary software, drivers and documentation necessary to make use of this equipment for each capability offered. For additional technical advice and assistance regarding computer and communication access for employees with disabilities contact:

General Services Administration  
Clearinghouse on Computer Accommodation  
18<sup>th</sup> and F Streets NW  
Washington, DC 20405  
Telephone: (202) 501-4906

6. Prime Contractor's Purchasing System – Once approved, the Prime Contractor shall notify the Contracting Officer and/or Contract Specialist in writing if there is any change in the status of its approved purchasing system and provide the reason(s) for the change. This documentation is required to be submitted in order for the Contracting Officer to grant, withhold, or withdraw approval of the Contractor's Purchasing System in accordance with FAR Part 44.3, Contractor's Purchasing Systems Review.

d. Reproduction – The contractor shall deliver only the minimum amount of copies required by the Government to either accept or reject a particular deliverable, which is specified on the TO CDRL. Additional copies shall not be copied or reproduced by the contractor (e.g., the contractor may design a brochure but shall not duplicate the brochure for further distribution). Nor will the Government reimburse contractor charges as an ODC for copies/reproduction unless a waiver is requested, documentation is provided by the TM, and approval granted by the Contracting Officer (See also FAR Subpart 8.8, Acquisition of Printing and Related Supplies).

## H.21. CONTRACTOR STAFF TRAINING

The contractor shall provide fully trained and experienced technical and lead personnel required for performance. The contractor at its own expense shall perform training of contractor personnel except:

When the Government has given prior approval for training to meet special requirements that are peculiar to a particular TO.

Limited training of contractor employee(s) may be authorized when the Government determines it to be in the best interest of the Government.

The Government will not authorize training for contractor employees to attend seminars, symposia, or User Group Conferences unless certified by the contractor and the COR that attendance is mandatory for the performance of a TO requirement. When training is authorized by the Contracting Officer in writing under the conditions set forth above, the Government will reimburse the contractor for tuition, travel, and per diem if required.

For Firm Fixed Price or Time and Material TOs, training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping contractor personnel abreast of advances in the "state-of-the-art" or training contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

#### H.22. GOVERNMENT-CONTRACTOR RELATIONSHIPS

a. The Government and the contractor understand and agree that the services to be provided under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist, under the contract or any TO, between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore in the best interest of the Government to afford the parties the following understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

1. Be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction or evaluation of a Federal Officer, Military or Civilian.
2. Be placed in a staff or policy-making position.
3. Be placed in a position of command, supervision, administration or control over Military or Civilian personnel or personnel of other contractors or become a part of the Government organization.
4. Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DoD or the Federal Government.
5. Be used in administration or supervision of Military procurement activities.

c. Employee Relationship:

1. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment or direction on behalf of the Government, but rather the contractor's employees shall act and exercise personal judgment and discretion on behalf of the contractor.
2. Rules, regulations, direction and requirements that are issued by command authorities under their responsibility for good order, administration and security are applicable to all personnel who enter the installation or who travel on Government transportation. The Contracting Officer is authorized to direct the Contractor to remove any employee from performance on a government facility or installation for security, safety, or any other reason(s). This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal services contract.

H.23. INCIDENTAL HARDWARE/SOFTWARE. This contract is primarily for aviation administration and management support services, which includes missile systems repair and maintenance. Incidental hardware or software may be justified on individual task orders in cases where it can be demonstrated that the hardware/software

is incidental to the performance of services to be provided in the TO. The dollar value of hardware/software as it pertains to TOs issued against this contract is limited to not more than 10% of the estimated cost of the TO.

H.24. NOTICE OF INCORPORATION OF SECTION K. Pursuant to the provisions of FAR 15.204-5, Part IV – Representations and Instructions, Sections K, L, and M will not be physically included in the resultant contract. Section K – Representations, Certifications, and Other Statements of offerors will be incorporated into the resultant contract by reference and considered to be a part thereof.

#### H.25. KEY PERSONNEL

a. Key personnel are those contractor personnel considered to be essential to the performance of the contract or a TO. The contractor shall notify the Contracting Officer, COR, and TO Monitor prior to making any changes in key personnel.

b. Prior to replacing a key person or key personnel, the contractor shall demonstrate to the satisfaction of the Contracting Officer that the qualifications of the prospective replacement personnel are equal to or better than the qualifications of any personnel being replaced.

c. Contractor shall identify the key person or key personnel for each TO.

#### H.26. NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA (AVJAMSS)

The contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers, and other public or private entities. The contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs a through d below:

a. Indoctrination of Personnel. The contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture, or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. A Nondisclosure Agreement for Contractor Employees as shown below shall be signed by each contractor employee who has access to sensitive or proprietary information and forwarded to the Task Monitor for retention, prior to work commencing. The contractor shall restrict access to sensitive or proprietary information to the minimum number of employees necessary for contract or TO performance.

### DEPARTMENT OF THE ARMY NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES\*

I, \_\_\_\_\_, as an employee of \_\_\_\_\_, a Contractor acting under Contract Number \_\_\_\_\_, agree not to disclose to any individual business entity or anyone within \_\_\_\_\_, or outside of the company who has not signed a Nondisclosure Agreement for the purposes of performing this contract, any sensitive, proprietary or source selection information contained in or accessible through this project.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Contractor responsibility for proper use and protection for unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) Part 3.104 and 9.505. I agree not to appropriate such information for my own use, or the use of others, or to

release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so by the Contracting Officer.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the sensitive, proprietary, or source selection information. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the Contracting Officer to receive such information. I understand violations of this agreement are subject to administrative, civil, and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKE SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

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(Signature of Contractor Employee)

Date

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(Contractor Name)

Employee Telephone N.

b. Signed Agreements.

1. The contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the contractor will inform all parties of its agreement to allow certain Government designated contractors access to all data as described in paragraph c, below. One copy of each signed agreement shall be forwarded to the Contracting Officer. These shall be signed and forwarded to the Contracting Officer prior to work commencing.

2. In addition, the contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of TOs issued under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement(s) that have not been resolved in a timely manner. Furnish the Contracting Officer copies of communications between the contractor and associate contractor(s) relative to contract performance. Further, the close interchange between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the Government designated contractor(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Contracting Officer as soon as possible after the agreement has been signed.

c. Government Designated Contractors. The contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule, and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and access to such other proprietary, sensitive, or source selection information as may be necessary for the Government designated contractor to perform the requirements of its contract with the Government. The contractor further agrees to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the Contracting Officer as soon as possible after the agreement has been signed.

List of Designated Contractors:

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All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed prior to commencement of work.

d. Remedy for Breach. The contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-8, Default (Fixed Price, Supply and Services). The contractor or its subcontractors shall construe nothing in this clause or contract to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information.

\* Applies to TOs only.

#### H.27. NOTIFICATION OF UNSATISFACTORY PERFORMANCE

- a. The Government will receive performance evaluations for each task order in accordance with Section G of this contract.
- b. The contractor will be provided the opportunity to respond to any performance ratings. The Contracting Officer may discuss any unsatisfactory ratings with the contractor's Program Manager.
- c. One or more instances of unsatisfactory ratings may result in the Contracting Officer notifying the contractor in writing that a moratorium of a specified length of time may be imposed on the contractor pending satisfactory progress toward resolving unsatisfactory performance. During the moratorium periods (which shall be unilaterally established by the Contracting Officer and may vary in length depending on the severity of the unsatisfactory performance), the contractor shall be precluded from proposing on or being issued TOs under the contract. The guaranteed minimum amount awarded to any contractor is subject to satisfactory performance evaluations on work performed under this contract.

#### H.28. NOTIFICATION REQUIREMENTS UNDER TIME AND MATERIAL/LABOR HOUR (IAW FAR 52.232-7(c))

Contractor notification requirements for FAR Clause 52.232-7(c), "Payments Under Time-and-Materials and Labor-Hour Contracts" for T&M TOs shall be accomplished only by separate correspondence directed to the Contracting Officer with copies furnished to the COR and TO Monitor. No other form of notification (e.g., mentioned in any type of monthly progress or status report) shall constitute compliance. Further, notification to any individual other than the Contracting Officer shall not constitute compliance with this requirement.

#### H.29. OPTION TO EXTEND SERVICES – SHORT TERM EXTENSIONS

- a. In accordance with FAR 52.217-8, Option to Extend Services, the contract may be extended, at the Government's sole discretion, for a period of up to six (6) months, exercisable in increments of not less than one (1) month. If the contract contains an unexercised option period, the Government may elect to exercise the option pursuant to FAR 52.217-9, Option to Extend the Term of the Contract, during any short-term extension. The short-term extension(s) shall be subtracted from the total duration of the immediately succeeding option period that may follow as a result of the exercise of the option pursuant to FAR 52.217-9 so that the combination of the short-term extension(s) and the option will not exceed 12 months duration. If the Government exercises one or more short term extensions in accordance with FAR 52.217-8 and this clause or an option period pursuant to FAR 52.217-9, or any combination thereof, the contract as extended shall be deemed to include this extension clause and FAR 52.217-8; thus, the

authority to extend services pursuant to FAR 217-8 and this clause may be exercised at the end of the base period and at the end of each option period.

b. The price(s) (e.g., labor rates) applicable during the short-term extension(s) shall be the price(s) applicable during the immediately succeeding option period if there is one. If there is no immediately succeeding option period, the price(s) shall be the price(s) applicable during the immediately preceding contract period, subject only to any adjustment required by the Service Contract Act.

c. This option may be exercised by the Government within the time specified in FAR 52.217-8, provided that the Contracting Officer shall have given notice of the Government's intention to exercise at least 60 calendar days before this contract is to expire.

#### H.30. PERMITS AND LICENSES

Unless otherwise specified in this contract, the contractor shall obtain any necessary permits and licenses, give all notices and comply with any applicable Federal, State, County and Municipal laws, codes, regulations and applicable diplomatic agreements and Host Nation laws in connection with this contract and any TO. The contractor shall coordinate with the Government prior to obtaining permits and licenses.

#### H.31. PRICING ARRANGEMENTS

It is anticipated the majority of work performed on this contract will be priced using the fully loaded time-and-material/firm-fixed-price rates given in Technical Exhibits B and C.

#### H.32. RELEASE OF INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract, any TO, or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and the cognizant Public Affairs Office (PAO).

#### H.33. QUALIFICATION CERTIFICATION STATEMENT

All key personnel proposed to perform on Individual TOs shall be certified by the contractor to meet the qualifications in the accepted Contractor's Management Plan. All non-key personnel shall be certified by the contractor to meet the Labor Category Descriptions set forth in TE E or the Service Contract Act Directory of Occupations.

#### H.34. SECURITY REQUIREMENTS

a. This document is unclassified, however, the classification of the work to be performed under this contract shall be accomplished in accordance with the Contract Security Classification Specifications, DD Form 254. The contractor shall conscientiously follow the security guidance provided in the DD Form 254 and other guidance that may be established by the Contracting Officer.

b. The Government may require security clearances, perhaps higher than top secret (TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION), for performance of any TO under this contract. If the Contractor cannot obtain the required security clearances to accomplish the work required by the TO, the Government may obtain such services from another Contractor and this determination shall not be subject to the Disputes clause.

c. The level of classified access required shall be indicated on DD Form 254 or other appropriate form incorporated into each TO request under which contractor employees will require access to classified information. Contractor personnel are required to have background investigations for suitability if they occupy positions of trust (e.g., Project Manager) even if they do NOT have access to classified information. Other investigations may be required by AR 380-19 and AR 380-67 as appropriate.

- d. Necessary facility and/or staff clearances shall be in place prior to issuance of a TO under this contract.
- e. If a security clearance is required, interim coverage may be obtained from the Department of Defense.

#### H.35. SUBCONTRACTING APPROVAL (IAW FAR 52.244-2)

- a. The contractor shall obtain written Contracting Officer consent prior to subcontracting any portion of this contract, including work under any TO, which is not in the contractor's approved subcontracting plan. The Contracting Officer will either approve or disapprove the addition to the contractor's subcontracting plan. The contractor is granted consent to enter into subcontracting agreements with those companies identified in the subcontracting plan. Only first-tier subcontractors are allowed.
- b. In accordance with FAR Clause 52.244-2, the Government is required to provide approval/consent for new subcontractors. On rare occasions, a new subcontractor may only be approved for addition to the contract in cases where it is clearly evident to the Contracting Officer that the proposed new subcontractor has a capability that is both required to perform work described in the TO PWS and is not a capability of any of the prime contractor's existing team of first-tier subcontractors. Any new subcontractor (all labor) approved for addition to the contract shall be reimbursed via the load factors negotiated and added to the rate tables at TE B and C.
- c. All materials required for performance of this contract, which are not Government furnished, shall be furnished by the contractor. The contractor shall utilize the Government supply sources when available. When requisitioning procedures reveal that required material is not available from the Government supply sources, the contractor shall identify it in its TO proposal.
- d. All requests for Contracting Officer consent shall be submitted in accordance with FAR Part 44.2 and DFARS 244.2.
- e. Ownership of supplies acquired or otherwise provided by the contractor for performance of this contract shall vest with the Government.
- f. Because of the wide diversity of work possible under this potential ten-year contract, the Government recognizes that the contractor may need to utilize different subcontracts to meet specific customer needs. To maximize contractor flexibility in choosing appropriate subcontractors for particular TO efforts and to minimize administrative burden in formally changing subcontractors, while ensuring evaluation equity and retention of subcontractors with particular expertise, the Government is differentiating between "critical subcontractors" (which impact Government evaluation of awardees' ability to meet specified technical/management requirements) and "non-critical subcontractors" (which are not determinant in the technical/management evaluations but are evaluated for the cost they contribute).

#### H.36. IDENTIFICATION OF EMPLOYEES

A sample identification (ID) badge, of the type specified below, shall be submitted for approval prior to beginning work on this project. The ID requirement shall be as follows:

- (a) Furnish each employee on the project site an ID badge, whether engaged on the work or not.
- (b) Require employee to display ID badge in the chest area of outer clothing.
- (c) The minimum requirement for ID badge is as follows: Contract number; Employer's name; Employee's name; Employee's photograph; Employee's position (job title); Employee number (each employee shall have a different number).
- (d) Show ID badge (one the contractor has obtained for an employee) to the Contracting Officer for approval prior to "start work" on this project.



(e) Prior to beginning work on this project, submit to the Contracting Officer a list of issued ID badges. Update list when contractor personnel changes are made and prior to any new employees working on site.

(f) Remove employees from project that are not displaying their ID badges.

(g) Upon completion of the work and when an employee of the contractor no longer works on this contract, the contractor shall collect ID badges from his employees immediately and submit them to the Contracting Officer within five calendar days. The ID badges shall become the property of the Government.

#### H.37. FAIR OPPORTUNITY FOR TASK ORDER AWARD CONSIDERATION

In accordance with FAR 16.504(a)(4)(iv) and 16.505(b)(1), contract holders for orders under multiple award contracts will be given a fair opportunity to be considered for each order. Authorized Contracting Officers issuing TOs shall have the flexibility to establish discerning factors and evaluation criteria for selection and award of contractors to perform TOs.

#### H.38. WORK ON A GOVERNMENT INSTALLATION

In performing work under this contract or any TO on a Government installation or in a Government building, the contractor shall fully comply with local military installation, city, state, and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract and the TO. Specifically, the contractor shall:

- a. Conform to the specific safety requirements established by this contract or in a TO;
- b. The contractor and its employees shall observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, security, sanitation, severe weather, admission to the installation, and conduct not directly addressed in this contract;
- c. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of the Government and contractor personnel connected in any way with performance under this contract.
- d. Take such additional immediate precautions as the Contracting Officer, COR or TM may reasonably require for safety and accident prevention purposes.
- e. Conform to all security requirements as specified in DD Form 254, and security requirements as specified in the TO Performance Work Statement.

#### H.39. RESERVED

#### H.40. INSURANCE SCHEDULE

See Section I, FAR Clause 52.228-5, "Insurance—Work on a Government Installation". The contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof or exercise of any options, adequate insurance to specifically include liability assumed by the contractor under this contract or any TO. The contractor shall, as a minimum, maintain the following types of insurance and coverage listed below:

##### Insurance Types and Minimum Amounts.

- a. Worker's Compensation insurance as required by law of the State in which the work is performed.
- b. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each incident.
- c. Property damage liability with a limit of not less than \$100,000 for each incident.

d. Automotive bodily injury insurance with limits of not less than \$200,000 for each person and \$500,000 for each incident, and property damage liability insurance, with a limit not less than \$40,000 for each incident.

NOTE: The contractor shall agree to insert the substance of this clause in all sub-contracts hereunder.

#### H.41. MATO CONTRACT COGNIZANT CONTRACTING OFFICE

Any dispute regarding the scope of work or terms and conditions of this contract are to be resolved by the Administrative Contracting Officer (ACO) at the cognizant Contracting Office for the MATO contract:

Army Contracting Agency, Southern Region  
Fort Hood Contracting Command  
761<sup>st</sup> Tank Battalion Avenue, Bldg 1001, Room W113  
Fort Hood, Texas 76544-5025

H.42. It is the intent of AVJAMSS that the contractor be protected against liability under the Ground Flight Risk and Aircraft Flight Risk clauses of this contract. The contractor's maximum liability under this contract is, therefore, limited to the amounts prescribed in these clauses.

#### H.43. TASK ORDERS WITH OPTIONS.

a. The Contracting Officer may issue TOs that include options under any of the following conditions:

- (1) The services being acquired are highly unique or specialized; or
- (2) The efforts to be performed on a new TO are so integrally related to work currently being performed on an existing TO that only a single contractor can reasonably perform the work; or
- (3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on .

b. Only those TOs that are awarded on the basis of the Contracting Officer having requested competitive proposals shall include options. The contractor is obligated to perform such options as they are not subject to the provisions of FAR 52.216-19, Ordering Limitations.

#### H.44. IMPORTATION OF EQUIPMENT OCONUS

The Contractor shall be authorized to bring into a Host Nation such equipment and materiel necessary to accomplish the work under a specific TO or TOs. However, the Government may limit such equipment and materiel in accordance with specific applicable diplomatic agreements and further require the Contractors to itemize such equipment and materiel prior to shipping it for entry into the Host Nation. Failure of the Contractor to comply with the laws of the Host Nation, applicable diplomatic agreements, and Government regulations shall not give rise to any claim for equitable adjustment or reimbursement to the Contractor.

#### H.45. TECHNICAL EXPERT STATUS POSITIONS.

NOTE: For any contract performed in the Federal Republic of Germany (FGR) in which the employment of technical experts to be authorized individual logistics support (ILS) is anticipated, the German Government will review job descriptions and professional background of contractor personnel determined by the U.S. Government to be technical experts.

- a. Job descriptions for technical expert status (TES) positions must accurately describe the duties, responsibilities, skills, knowledge, and experience that meet the qualifications for TES. The proposed contractor personnel shall be able to withstand scrutiny regarding their education, training, and experience to ensure it is commensurate with that of TES.
- b. A proposed employee who fails to qualify for TES will be required to apply for and obtain a German work permit, will be subject to German income tax and social insurance laws, and will not be eligible for ILS in Germany.
- c. Contractor employees who do not derive NATO status from another source, such as the spouse of a member of the U.S. Forces in Germany) shall not start work under the contract in Germany until approval as a technical expert has been received or until the contractor's employee has obtained a work permit from the German government.
- d. Contractor employees who derive NATO status from another source DO NOT require a German work permit and may begin work even though they are not considered technical experts. Contractor employees not considered technical experts are subject to German income tax and social insurance requirements.
- e. As employers of personnel described in the above paragraphs b and c, U.S. Government contractors may be responsible for withholding German income tax and making contributions to the German social insurance system on behalf of those employees.
- f. German authorities may contest a U.S. Forces conferral of technical expert status after the contractor's employee has begun employment in this host nation. Should German/American discussions fail to persuade the German authorities that the employee qualifies for TES, continued employment in this status will expose both the employee and the contractor to German income tax and work permit enforcement measures.
- g. Information and forms required for applications for technical expert accreditation may be obtained from the Commander, 1<sup>st</sup> PERSCOM, ATTN: AEUPE-PSSD-PSD-PSB, Unit 29058, APO AE 09081-5604.
- h. Technical experts are accredited to a specific position under a specific contract, the contractor is required to notify the cognizant Contracting Officer when any reportable changes occur in a technical expert's status. A "reportable change" occurs:
  - (1) When an accredited technical expert leaves the position in which they are accredited, even if they move to another position under the same TO, or
  - (2) When the TO terminates, a new TO is awarded to the incumbent contractor, and the technical expert accredited under the terminated TO holds an identical position under the new TO. When this change occurs, the employee will not be entitled to ILS until their application for a letter of accreditation as a technical expert under the new TO has been submitted to the Commander, 1<sup>st</sup> PERSCOM; has been processed by that Command and the CINCUSAEUR LIAISON OFFICE; and notification of issuance of a letter of accreditation has been forwarded by the CINCUSAEUR LIAISON OFFICE to the appropriate German government authorities.

H.46. INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS FOR THE REPUBLIC OF KOREA (ROK). Refer to Technical Exhibit H and its Sub Exhibits for the Procedure to designate an Invited Contractor under the US-ROK SOFA. Also, refer to Technical Exhibit K for instructions regarding deployment of Contractor Personnel.

#### H.47. CONTRACTING OFFICER NEGOTIATED LABOR RATES/SKILL CLASSIFICATIONS

Should a requirement arise for skill classifications listed on the applicable Department of Labor Wage Determination but is not identified in this contract, the appropriate labor rate will be negotiated between the Contractor and the Contracting Officer using those base rates contained in the Wage Determination.

#### H.48. TAXES AND CUSTOMS DUTIES

The negotiated price herein includes no amount for payment to any foreign government for any taxes (including "Income"), Import or Export duties, Licenses, Excises, Import Bonds, Deposits, or any other identifiable charges. It is agreed that the contract price shall be equitably adjusted in the event that a foreign government imposes any such charges relating to the performance of work under this contract.

#### H.49. CONTRACTOR ACQUIRED MATERIAL/NON-MATERIAL EXPENSES/PROPERTY

a. All material, non-material expenses, and Contractor acquired property under AVJAMSS will be certified by the Project Officer subject to the following criteria:

- (1) The material, non-material expenses and contractor acquired property must be certified as being directly incidental to the work being accomplished;
- (2) The Project Officer must certify that the material cannot be procured timely through the Government supply channels prior to the submission of the purchase request to the Contracting Officer for approval.

b. The Contracting Officer is responsible for processing purchase requests for material/non-material/and property. The Contracting Officer is responsible for providing Contractors appropriate instructions for processing these purchase requests.

c. Under FAR Part 45, the Government takes ownership of residual property or material acquired by the Contractor in the performance of TOs under AVJAMSS.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE Y		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 07-Feb-2005		4. REQUISITION/PURCHASE REQ. NO. W33FYJ-2044-NJ53		5. PROJECT NO.(If applicable)	
6. ISSUED BY ACA, FORT HOOD CONTRACTING COMMAND 761ST TANK BATTALION AVE BUILDING 1001, ROOM W103 FORT HOOD TX 76544		CODE W91151		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DEFENSE SUPPORT SERVICES LLC 555 LINCOLN DR W MARLTON NJ 08053				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W91151-04-D-0015			
				X 10B. DATED (SEE ITEM 13) 19-Aug-2004			
CODE 3VGE7		FACILITY CODE 1WL60					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 42.12 Novation and Change-of-Name Agreement							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This contract is hereby modified to change the Contractor's name per Novation Agreement dated 7 February 2005.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHERYL R. CALDERON / CONTRACTING OFFICER TEL: 254-287-5762 EMAIL: sheryl.calderon@us.army.mil			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Sheryl R. Calderon</i></u> (Signature of Contracting Officer)		16C. DATE SIGNED 24-Feb-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The contractor organization has changed from  
LOCKHEED MARTIN SERVICES, INC  
AIRCRAFT AND LOGISTICS CENTERS  
107 FREDERICK STREET  
GREENVILLE SC 29607  
to  
DEFENSE SUPPORT SERVICES LLC  
555 LINCOLN DR W  
MARLTON NJ 08053

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE Y		PAGE OF PAGES 1   11	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 15-Aug-2004		4. REQUISITION/PURCHASE REQ. NO. W33FYJ-2044-NJ53		5. PROJECT NO.(If applicable)
6. ISSUED BY ACA, FORT HOOD CONTRACTING COMMAND 761ST TANK BATTALION AVE BUILDING 1001, ROOM W103 FORT HOOD TX 76544		CODE W91151		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN SERVICES, INC AIRCRAFT AND LOGISTICS CENTERS 107 FREDERICK STREET GREENVILLE SC 29607				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W91151-04-D-0015		
				X 10B. DATED (SEE ITEM 13) 12-Aug-2004		
CODE 1WL60		FACILITY CODE 1WL60				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.222-41 and 52.222-43						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Ref # W33FYJ-2044-NJ53 Fort Stewart Wage Determination 94-2141 Revision # 29 dated 6-18-2004 is hereby incorporated into this contract as Technical Exhibit D, replacing Revision # 28. Technical Exhibit D is also added to the list of Technical Exhibits in Section J of the Contract.  Contractor shall submit revisions to the labor rate tables (Technical Exhibits B & C), supported by Attachment 3 SCA Wage model no later than Monday, October 18, 2004. Contractor shall use FAR 52.222-41 and 52.222-43 as the standard for making any revisions (applicable to non-exempt SCA employees only). Revised labor rate tables (TEs B&C and Attachment 3) shall be submitted on 1 hard copy and 2 virus free electronic copies on CD ROM.  Block 12 of basic contract is revised to reflect DFAS Lawton as the payment office, however, this revision is for technical purposes only. Payment offices will be reflected in each individual task order.  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				SHERYL R. CALDERON / CONTRACTING OFFICER		
				TEL: 254-287-5762 EMAIL: sheryl.calderon@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)				BY <u><i>Sheryl R. Calderon</i></u>		12-Oct-2004
				(Signature of Contracting Officer)		

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from

DFAS  
 PAYMENT OFFICE TO BE  
 ESTABLISHED ON EACH  
 INDIVIDUAL TASK ORDER.  
 TX  
 to  
 DFAS - LAWTON  
 888-445-5154 FAX-866-508-7764  
 ATTN: DFAS-LW-FPV  
 4700 MOW WAY ROAD  
 FORT SILL OK 73503

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit E	TE E		
Exhibit F	TE F		
Exhibit H	TE H		
Exhibit H-1	TE H-1		
Exhibit H-2	TE H-2		
Exhibit H-3	TE H-3		
Exhibit H-4	TE H-4		
Exhibit H-6	TE H-6		
Exhibit J	TE J		
Exhibit K	TE K		

to:

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit D	TE D - 94-2141 Rev 29		
Exhibit E	TE E		
Exhibit F	TE F		
Exhibit H	TE H		
Exhibit H-1	TE H-1		
Exhibit H-2	TE H-2		
Exhibit H-3	TE H-3		
Exhibit H-4	TE H-4		
Exhibit H-6	TE H-6		
Exhibit J	TE J		



Exhibit K

TE K

(End of Summary of Changes)

**The following items are applicable to this modification:****WAGE DETERMINATION 94-2141-29**

94-2141 GA, SAVANNAH

WAGE DETERMINATION NO: 94-2141 REV (29) AREA: GA, SAVANNAH

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2142

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of LaborU.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210William W.Gross Division of  
Director Wage DeterminationsWage Determination No.: 1994-2141  
Revision No.: 29  
Date Of Revision: 06/18/2004

States: Georgia, South Carolina

Area: Georgia Counties of Appling, Bacon, Bryan, Bulloch, Candler, Chatham,  
Effingham, Evans, Jeff Davis, Liberty, Long, McIntosh, Screven, Tattnall, Toombs,  
Wayne  
South Carolina Counties of Hampton, Jasper

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.43
01012 - Accounting Clerk II	11.00
01013 - Accounting Clerk III	12.56
01014 - Accounting Clerk IV	13.97
01030 - Court Reporter	12.53
01050 - Dispatcher, Motor Vehicle	12.53
01060 - Document Preparation Clerk	10.38
01070 - Messenger (Courier)	9.36
01090 - Duplicating Machine Operator	10.38
01110 - Film/Tape Librarian	11.76
01115 - General Clerk I	8.89
01116 - General Clerk II	10.00
01117 - General Clerk III	11.46
01118 - General Clerk IV	12.27
01120 - Housing Referral Assistant	13.92
01131 - Key Entry Operator I	10.20
01132 - Key Entry Operator II	12.30
01191 - Order Clerk I	9.53
01192 - Order Clerk II	11.78
01261 - Personnel Assistant (Employment) I	14.25
01262 - Personnel Assistant (Employment) II	17.24

01263 - Personnel Assistant (Employment) III	20.67
01264 - Personnel Assistant (Employment) IV	24.58
01270 - Production Control Clerk	13.87
01290 - Rental Clerk	9.26
01300 - Scheduler, Maintenance	11.30
01311 - Secretary I	11.30
01312 - Secretary II	12.54
01313 - Secretary III	13.92
01314 - Secretary IV	15.19
01315 - Secretary V	17.15
01320 - Service Order Dispatcher	11.21
01341 - Stenographer I	9.99
01342 - Stenographer II	11.21
01400 - Supply Technician	15.19
01420 - Survey Worker (Interviewer)	11.73
01460 - Switchboard Operator-Receptionist	9.54
01510 - Test Examiner	12.54
01520 - Test Proctor	12.54
01531 - Travel Clerk I	9.75
01532 - Travel Clerk II	10.42
01533 - Travel Clerk III	11.23
01611 - Word Processor I	10.42
01612 - Word Processor II	11.71
01613 - Word Processor III	13.09
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.72
03041 - Computer Operator I	11.72
03042 - Computer Operator II	13.05
03043 - Computer Operator III	16.06
03044 - Computer Operator IV	17.87
03045 - Computer Operator V	19.77
03071 - Computer Programmer I (1)	16.16
03072 - Computer Programmer II (1)	22.04
03073 - Computer Programmer III (1)	24.07
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.22
03102 - Computer Systems Analyst II (1)	27.25
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.72
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.20
05010 - Automotive Glass Installer	12.53
05040 - Automotive Worker	12.78
05070 - Electrician, Automotive	13.23
05100 - Mobile Equipment Servicer	11.14
05130 - Motor Equipment Metal Mechanic	13.96
05160 - Motor Equipment Metal Worker	12.53
05190 - Motor Vehicle Mechanic	13.96
05220 - Motor Vehicle Mechanic Helper	10.45
05250 - Motor Vehicle Upholstery Worker	11.85
05280 - Motor Vehicle Wrecker	12.53
05310 - Painter, Automotive	13.23
05340 - Radiator Repair Specialist	12.53
05370 - Tire Repairer	9.87
05400 - Transmission Repair Specialist	13.96
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.41
07010 - Baker	10.61
07041 - Cook I	8.57
07042 - Cook II	9.64
07070 - Dishwasher	6.63
07130 - Meat Cutter	11.95

07250 - Waiter/Waitress	7.07
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.29
09040 - Furniture Handler	10.49
09070 - Furniture Refinisher	15.29
09100 - Furniture Refinisher Helper	12.07
09110 - Furniture Repairer, Minor	13.68
09130 - Upholsterer	16.33
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.06
11060 - Elevator Operator	7.40
11090 - Gardener	10.69
11121 - House Keeping Aid I	6.93
11122 - House Keeping Aid II	7.53
11150 - Janitor	7.59
11210 - Laborer, Grounds Maintenance	8.73
11240 - Maid or Houseman	6.93
11270 - Pest Controller	11.40
11300 - Refuse Collector	8.06
11330 - Tractor Operator	10.04
11360 - Window Cleaner	8.22
12000 - Health Occupations	
12020 - Dental Assistant	12.57
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.42
12071 - Licensed Practical Nurse I	10.41
12072 - Licensed Practical Nurse II	11.67
12073 - Licensed Practical Nurse III	13.06
12100 - Medical Assistant	11.37
12130 - Medical Laboratory Technician	12.10
12160 - Medical Record Clerk	10.05
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.00
12222 - Nursing Assistant II	8.99
12223 - Nursing Assistant III	9.81
12224 - Nursing Assistant IV	11.00
12250 - Pharmacy Technician	12.53
12280 - Phlebotomist	12.21
12311 - Registered Nurse I	18.99
12312 - Registered Nurse II	23.22
12313 - Registered Nurse II, Specialist	23.22
12314 - Registered Nurse III	28.09
12315 - Registered Nurse III, Anesthetist	28.09
12316 - Registered Nurse IV	32.75
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.07
13011 - Exhibits Specialist I	15.56
13012 - Exhibits Specialist II	19.20
13013 - Exhibits Specialist III	23.48
13041 - Illustrator I	15.56
13042 - Illustrator II	19.20
13043 - Illustrator III	23.48
13047 - Librarian	20.86
13050 - Library Technician	14.40
13071 - Photographer I	13.85
13072 - Photographer II	15.56
13073 - Photographer III	19.13
13074 - Photographer IV	23.39
13075 - Photographer V	28.30
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.08
15030 - Counter Attendant	7.08
15040 - Dry Cleaner	8.55

15070 - Finisher, Flatwork, Machine	7.08
15090 - Presser, Hand	7.08
15100 - Presser, Machine, Drycleaning	7.08
15130 - Presser, Machine, Shirts	7.08
15160 - Presser, Machine, Wearing Apparel, Laundry	7.08
15190 - Sewing Machine Operator	9.16
15220 - Tailor	9.79
15250 - Washer, Machine	7.45
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.47
19040 - Tool and Die Maker	19.89
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	12.85
21020 - Material Coordinator	15.26
21030 - Material Expediter	15.26
21040 - Material Handling Laborer	10.27
21050 - Order Filler	10.45
21071 - Forklift Operator	13.31
21080 - Production Line Worker (Food Processing)	13.31
21100 - Shipping/Receiving Clerk	11.56
21130 - Shipping Packer	11.71
21140 - Store Worker I	9.76
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.25
21210 - Tools and Parts Attendant	13.31
21400 - Warehouse Specialist	13.31
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.32
23040 - Aircraft Mechanic Helper	14.46
23050 - Aircraft Quality Control Inspector	20.26
23060 - Aircraft Servicer	16.39
23070 - Aircraft Worker	17.33
23100 - Appliance Mechanic	15.29
23120 - Bicycle Repairer	12.42
23125 - Cable Splicer	17.89
23130 - Carpenter, Maintenance	15.38
23140 - Carpet Layer	15.54
23160 - Electrician, Maintenance	16.44
23181 - Electronics Technician, Maintenance I	18.96
23182 - Electronics Technician, Maintenance II	20.05
23183 - Electronics Technician, Maintenance III	21.14
23260 - Fabric Worker	14.68
23290 - Fire Alarm System Mechanic	16.13
23310 - Fire Extinguisher Repairer	13.78
23340 - Fuel Distribution System Mechanic	16.13
23370 - General Maintenance Worker	11.14
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.57
23430 - Heavy Equipment Mechanic	18.55
23440 - Heavy Equipment Operator	18.55
23460 - Instrument Mechanic	19.32
23470 - Laborer	8.06
23500 - Locksmith	16.43
23530 - Machinery Maintenance Mechanic	19.28
23550 - Machinist, Maintenance	19.51
23580 - Maintenance Trades Helper	12.07
23640 - Millwright	19.23
23700 - Office Appliance Repairer	16.43
23740 - Painter, Aircraft	16.82
23760 - Painter, Maintenance	17.27
23790 - Pipefitter, Maintenance	19.40
23800 - Plumber, Maintenance	18.40
23820 - Pneudraulic Systems Mechanic	17.89
23850 - Rigger	17.74

23870 - Scale Mechanic	15.51
23890 - Sheet-Metal Worker, Maintenance	16.13
23910 - Small Engine Mechanic	15.54
23930 - Telecommunication Mechanic I	17.74
23931 - Telecommunication Mechanic II	18.60
23950 - Telephone Lineman	17.74
23960 - Welder, Combination, Maintenance	16.42
23965 - Well Driller	17.89
23970 - Woodcraft Worker	17.89
23980 - Woodworker	12.85
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.69
24580 - Child Care Center Clerk	9.58
24600 - Chore Aid	6.45
24630 - Homemaker	10.66
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.51
25040 - Sewage Plant Operator	15.29
25070 - Stationary Engineer	19.51
25190 - Ventilation Equipment Tender	12.07
25210 - Water Treatment Plant Operator	15.29
27000 - Protective Service Occupations	
(not set) - Police Officer	16.45
27004 - Alarm Monitor	9.32
27006 - Corrections Officer	15.20
27010 - Court Security Officer	15.40
27040 - Detention Officer	15.20
27070 - Firefighter	17.09
27101 - Guard I	7.22
27102 - Guard II	10.42
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.98
28020 - Hatch Tender	15.98
28030 - Line Handler	15.98
28040 - Stevedore I	15.04
28050 - Stevedore II	16.91
29000 - Technical Occupations	
21150 - Graphic Artist	20.53
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	15.16
29024 - Archeological Technician II	17.04
29025 - Archeological Technician III	21.04
29030 - Cartographic Technician	21.16
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.22
29040 - Civil Engineering Technician	19.37
29061 - Drafter I	13.53
29062 - Drafter II	15.24
29063 - Drafter III	17.12
29064 - Drafter IV	21.04
29081 - Engineering Technician I	13.75
29082 - Engineering Technician II	15.48
29083 - Engineering Technician III	17.39
29084 - Engineering Technician IV	21.38
29085 - Engineering Technician V	26.13
29086 - Engineering Technician VI	31.63
29090 - Environmental Technician	15.95
29100 - Flight Simulator/Instructor (Pilot)	25.77
29160 - Instructor	19.45
29210 - Laboratory Technician	15.77
29240 - Mathematical Technician	21.04

29361 - Paralegal/Legal Assistant I	13.87
29362 - Paralegal/Legal Assistant II	16.69
29363 - Paralegal/Legal Assistant III	18.54
29364 - Paralegal/Legal Assistant IV	22.44
29390 - Photooptics Technician	23.14
29480 - Technical Writer	20.86
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	15.95
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.34
29622 - Weather Observer, Upper Air (3)	14.34
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.61
31260 - Parking and Lot Attendant	8.37
31290 - Shuttle Bus Driver	11.31
31300 - Taxi Driver	9.87
31361 - Truckdriver, Light Truck	11.31
31362 - Truckdriver, Medium Truck	12.03
31363 - Truckdriver, Heavy Truck	14.31
31364 - Truckdriver, Tractor-Trailer	14.31
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.38
99030 - Cashier	7.00
99041 - Carnival Equipment Operator	9.17
99042 - Carnival Equipment Repairer	9.78
99043 - Carnival Worker	7.36
99050 - Desk Clerk	8.64
99095 - Embalmer	16.57
99300 - Lifeguard	9.54
99310 - Mortician	16.57
99350 - Park Attendant (Aide)	11.97
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.29
99500 - Recreation Specialist	10.66
99510 - Recycling Worker	10.04
99610 - Sales Clerk	9.28
99620 - School Crossing Guard (Crosswalk Attendant)	7.67
99630 - Sport Official	8.29
99658 - Survey Party Chief (Chief of Party)	18.50
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.85
99660 - Surveying Aide	11.56
99690 - Swimming Pool Operator	9.52
99720 - Vending Machine Attendant	7.94
99730 - Vending Machine Repairer	9.52
99740 - Vending Machine Repairer Helper	7.94

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



